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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
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June 6, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option and amend an existing contract to the twelve (12) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by $7,872,584 from $8,278,098 to an amount not to exceed $16,150,682 and extend the completion date from June 30, 2019 to September 30, 2020 effective upon the date of Governor and Executive Council approval. 70.76% Federal, 10.56% General, and 18.69% Other Funds.

Contrary to all other vendors listed below in bold, Greater Nashua Council on Alcoholism will expire on October 31, 2019.

Funds are anticipated to be available in SFY 2020 and SFY 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	**$243,400**	**$9,600**	**$253,000**	**O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23**
FIT/NHNH, Inc.	**$854,031**	**$1,217,151**	**$2,071,182**	**O: 07/27/18 Item #7 A: 12/05/2018 Item #23**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	**$247,000**	**$246,000**	**$493,000**	**O:06/20/18 Late Item G A1: 07/27/18 Item #7**
Greater Nashua Council on Alcoholism	**$1,514,899**	**($135,899)**	**$1,379,000**	**O: 07/27/18 Item #7 A1: 12/05/18 Item #23**
Headrest	**$228,599**	**$382,401**	**$611,000**	**O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23**
Manchester Alcoholism Rehabilitation Center	**$2,210,171**	**$3,089,629**	**$5,299,800**	**O:06/20/18 Late Item G A1: 07/27/18 Item #7 A2: 12/05/18 Item #23**

Hope on Haven Hill	**$497,041**	**$227,959**	**$725,000**	**O: 07/27/18 Item #7** **A1: 12/05/18 Item #23**
North Country Health Consortium	**$401,606**	**$1,017,394**	**$1,419,000**	**O:06/20/18 Late Item G** **A1: 07/27/18 Item #7** **A2: 12/05/18 Item #23**
Phoenix Houses of New England, Inc.	**$817,521**	**$1,108,479**	**$1,926,000**	**O:06/20/18 Late Item G** **A1: 07/27/18 Item #7** **A2: 12/05/18 Item #23**
Seacoast Youth Services	$73,200	$0.00	$73,200	O:06/20/18 Late Item G A1: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	**$969,140**	**$891,860**	**$1,861,000**	**O:06/20/18 Late Item G** **A1: 07/27/18 Item #7** **A2: 12/05/18 Item #23**
The Community Council of Nashua, N.H.	**$162,000**	**($139,000)**	**$23,000**	**O:06/20/18 Late Item G** **A1: 07/27/18 Item #7**
West Central Services, Inc.	**$59,490**	**($42,990)**	**$16,500**	**O:06/20/18 Late Item G** **A1: 07/27/18 Item #7**
Total	**$8,278,098**	**$7,872,584**	**$16,150,682**	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVORIAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVORIAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVORIAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This purpose of this request is to extend the agreements with the Contractors listed above to provide substance use disorder treatment and recovery support services, statewide.
These funds will be used to provide $100 room and board payments for Medicaid-covered individuals with opioid use disorder in residential treatment. Funds in this amendment will assist with serving the Medicaid population challenge of different reimbursement rates between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September 2018. The vendors above will use these funds to ensure that individuals with OUD receiving the appropriate level of residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Approximately 6,000 individuals will receive substance use disorder treatment services from July 2019 through September 2020. In addition, approximately 40,184 days of room and board will be funded.

The original agreement, included language in Exhibit C-1, that allows the Department to renew the contract for up to two (2) years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for one (1) and three (3) months of the two (2) years at this time.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, 13 vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. In 2018, there were 467 confirmed drug overdose deaths in NH with 6 cases still pending. These contracts will support the State's efforts to continue to respond to the opioid epidemic and substance misuse as a whole.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 70.76% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 10.56% General Funds and 18.69% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001 — PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	($39,236)	$9,621
2020	102-500734	Contracts for Prog Svc		$3,209	$3,209
2021	102-500734	Contracts for Prog Svc		$963	$963
Sub-total			$48,857	($35,064)	$13,793

Dismas Home of NH — Vendor Code: 290061-B001 — PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	($24,946)	$47,435
2020	102-500734	Contracts for Prog Svc		$25,670	$25,670
2021	102-500734	Contracts for Prog Svc		$6,417	$6,417
Sub-total			$72,381	$7,141	$79,522

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005 — PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
2020	102-500734	Contracts for Prog Svc		$483,229	$483,229
2021	102-500734	Contracts for Prog Svc		$120,968	$120,968
Sub-total			$337,288	$604,197	$941,485

FIT/NHNH — Vendor Code: 157730-B001 — PO1063556

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,759	$0	$194,759
2020	102-500734	Contracts for Prog Svc		$251,712	$251,712
2021	102-500734	Contracts for Prog Svc		$62,890	$62,890
Sub-total			$194,759	$314,602	$509,361

Grafton County Vendor Code: 177397-B003 PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
2020	102-500734	Contracts for Prog Svc		$74,121	$74,121
2021	102-500734	Contracts for Prog Svc		$18,610	$18,610
Sub-total			$74,492	$92,731	$167,223

Greater Nashua Council on Alcoholism Vendor Code: 168574-B001 PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$188,372	$0	$188,372
2020	102-500734	Contracts for Prog Svc		$64,495	$64,495
2021	102-500734	Contracts for Prog Svc		$0	$0
Sub-total			$188,372	$64,495	$252,867

Headrest, Inc Vendor Code: 175226-B001 PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635	$0	$44,635
2020	102-500734	Contracts for Prog Svc		$14,760	$14,760
2021	102-500734	Contracts for Prog Svc		$3,850	$3,850
Sub-total			$44,635	$18,610	$63,245

Hope on Haven Hill Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$84,035	($44,268)	$39,767
2020	102-500734	Contracts for Prog Svc		$31,445	$31,445
2021	102-500734	Contracts for Prog Svc		$8,022	$8,022
Sub-total			$84,035	($4,801)	$79,234

Attachment A
Financial Details

North Country Health Consortium — Vendor Code: 158557-B001 — PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678	$0	$86,678
2020	102-500734	Contracts for Prog Svc		$117,118	$117,118
2021	102-500734	Contracts for Prog Svc		$29,199	$29,199
Sub-total			$86,678	$146,317	$232,995

Phoenix Houses of New England, Inc. — Vendor Code: 177589-B001 — PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246	$0	$70,246
2020	102-500734	Contracts for Prog Svc		$101,395	$101,395
2021	102-500734	Contracts for Prog Svc		$25,349	$25,349
Sub-total			$70,246	$126,744	$196,990

Seacoast Youth Services — Vendor Code: 203944-B001 — PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
2020	102-500734	Contracts for Prog Svc		$0	$0
2021	102-500734	Contracts for Prog Svc		$0	$0
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services — Vendor Code 155292-B001 — PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	($10,390)	$167,409
2020	102-500734	Contracts for Prog Svc		$120,647	$120,647
2021	102-500734	Contracts for Prog Svc		$30,162	$30,162
Sub-total			$177,799	$140,419	$318,218

West Central Services Vendor Code: 177654-B001 PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	($14,857)	$3,085
2020	102-500734	Contracts for Prog Svc		$3,209	$3,209
2021	102-500734	Contracts for Prog Svc		$802	$802
Sub-total			$17,942	($10,846)	$7,096
Total Gov. Comm			$1,419,560	$1,464,545	$2,884,105

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (66% Federal Funds, 34% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001 PO1062982

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	($112,764)	$379
2020	102-500734	Contracts for Prog Svc		$6,791	$6,791
2021	102-500734	Contracts for Prog Svc		$2,037	$2,037
Sub-total			$113,143	($103,936)	$9,207

Dismas Home of NH Vendor Code:290061-B001 PO1062978

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	($135,054)	$32,565
2020	102-500734	Contracts for Prog Svc		$54,330	$54,330
2021	102-500734	Contracts for Prog Svc		$13,583	$13,583
Sub-total			$167,619	($67,141)	$100,478

Attachment A
Financial Details

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum

Vendor Code: 177204-B005

PO1062980

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$397,629	$1,178,712
2020	102-500734	Contracts for Prog Svc		$1,022,771	$1,022,771
2021	102-500734	Contracts for Prog Svc		$256,032	$256,032
Sub-total			$781,083	$1,676,432	$2,457,515

FIT/NHNH

Vendor Code: 157730-B001

PO1063558

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$451,016	$27,825	$478,841
2020	102-500734	Contracts for Prog Svc		$532,758	$532,758
2021	102-500734	Contracts for Prog Svc		$133,110	$133,110
Sub-total			$451,016	$693,693	$1,144,709

Grafton County

Vendor Code: 177397-B003

PO1062977

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	($43,000)	$129,508
2020	102-500734	Contracts for Prog Svc		$156,879	$156,879
2021	102-500734	Contracts for Prog Svc		$39,390	$39,390
Sub-total			$172,508	$153,269	$325,777

Greater Nashua
Council on
Alcoholism

Vendor Code: 166574-B001

PO1063242

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$436,227	$401	$436,628
2020	102-500734	Contracts for Prog Svc		$136,505	$136,505
2021	102-500734	Contracts for Prog Svc		$0	$0
Sub-total			$436,227	$136,906	$573,133

Headrest, Inc

Vendor Code: 175226-B001

PO1062979

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	($49,999)	$53,365
2020	102-500734	Contracts for Prog Svc		$31,240	$31,240
2021	102-500734	Contracts for Prog Svc		$8,150	$8,150
Sub-total			$103,364	($10,609)	$92,755

Hope on Haven Hill Vendor Code: 275119-B001 PO1063243

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,606	($135,373)	$59,233
2020	102-500734	Contracts for Prog Svc		$66,555	$66,555
2021	102-500734	Contracts for Prog Svc		$16,978	$16,978
Sub-total			$194,606	($51,840)	$142,766

North Country Health Consortium Vendor Code: 158557-B001 PO1062986

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$80,594	$281,322
2020	102-500734	Contracts for Prog Svc		$247,882	$247,882
2021	102-500734	Contracts for Prog Svc		$81,801	$81,801
Sub-total			$200,728	$390,277	$591,005

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001 PO1062985

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$84,079	$246,754
2020	102-500734	Contracts for Prog Svc		$214,605	$214,605
2021	102-500734	Contracts for Prog Svc		$53,651	$53,651
Sub-total			$162,675	$352,335	$515,010

Seacoast Youth Services — Vendor Code: 203944-B001 — PO1062984

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
2020	102-500734	Contracts for Prog Svc		$0	$0
2021	102-500734	Contracts for Prog Svc		$0	$0
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services — Vendor Code 155292-B001 — PO1062989

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	($203,150)	$208,591
2020	102-500734	Contracts for Prog Svc		$255,353	$255,353
2021	102-500734	Contracts for Prog Svc		$63,838	$63,838
Sub-total			$411,741	$116,041	$527,782

West Central Services — Vendor Code: 177654-B001 — PO1062988

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog. Svc	$41,548	($40,633)	$915
2020	102-500734	Contracts for Prog Svc		$6,791	$6,791
2021	102-500734	Contracts for Prog Svc		$1,698	$1,698
Sub-total			$41,548	($32,144)	$9,404
Total Clinical Svs			$3,287,382	$3,253,283	$6,540,665

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
2020	102-500734	Contracts for Prog Svc	$0	$0	$0
2021	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$3,400	$11,600	$15,000
2020	102-500734	Contracts for Prog Svc	$0	$51,000	$51,000
2021	102-500734	Contracts for Prog Svc	$0	$7,000	$7,000
Sub-total			$3,400	$69,600	$73,000

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$1,091,800	($307,800)	$784,000
2020	102-500734	Contracts for Prog Svc	$0	$1,091,800	$1,091,800
2021	102-500734	Contracts for Prog Svc	$0	$25,000	$25,000
Sub-total			$1,091,800	$809,000	$1,900,800

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$208,256	$0	$208,256
2020	102-500734	Contracts for Prog Svc	$0	$208,856	$208,856
2021	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$208,256	$208,856	$417,112

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
2020	102-500734	Contracts for Prog Svc	$0	$0	$0
2021	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$890,300	($537,300)	$353,000
2020	102-500734	Contracts for Prog Svc	$0	$200,000	$200,000
2021	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$890,300	($337,300)	$553,000

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$80,600	$70,000	$150,600
2020	102-500734	Contracts for Prog Svc	$0	$299,000	$299,000
2021	102-500734	Contracts for Prog Svc	$0	$5,400	$5,400
Sub-total			$80,600	$374,400	$455,000

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$218,400	($42,400)	$176,000
2020	102-500734	Contracts for Prog Svc	$0	$302,000	$302,000
2021	102-500734	Contracts for Prog Svc	$0	$25,000	$25,000
Sub-total			$218,400	$284,600	$503,000

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$114,200	$102,800	$217,000
2020	102-500734	Contracts for Prog Svc	$0	$372,000	$372,000
2021	102-500734	Contracts for Prog Svc	$0	$6,000	$6,000
Sub-total			$114,200	$480,800	$595,000

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$584,600	($146,600)	$438,000
2020	102-500734	Contracts for Prog Svc	$0	$751,000	$751,000
2021	102-500734	Contracts for Prog Svc	$0	$25,000	$25,000
Sub-total			$584,600	$629,400	$1,214,000

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ (Decrease)	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
2020	102-500734	Contracts for Prog Svc	$0	$0	$0
2021	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Attachment A
Financial Details

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$379,600	($14,600)	$365,000
2020	102-500734	Contracts for Prog Svc	$0	$625,000	$625,000
2021	102-500734	Contracts for Prog Svc	$0	$25,000	$25,000
Sub-total			$379,600	$635,400	$1,015,000

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
2020	102-500734	Contracts for Prog Svc	$0	$0	$0
2021	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0
Total SOR Grant			$3,571,156	$3,154,756	$6,725,912
Grand Total All			$8,278,098	$7,872,584	$16,150,682

Attachment A
Financial Details

Grand Total by Vendor			2019	2019	2020	2021
PO	Vendors		Current Price Limitation	Increase/Decrease	Increase/Decrease	Increase/Decrease
PO1062982	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-B001	$162,000	($152,000)	$10,000	$3,000
PO1062978	Dismas Home of NH	Vendor Code: 290061-B001	$243,400	($148,400)	$131,000	$27,000
PO1062980	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum	Vendor Code: 177204-B005	$2,210,171	$89,829	$2,597,800	$402,000
PO1063556	FIT/NHNH	Vendor Code: 157730-B001	$854,031	$27,825	$993,326	$196,000
PO1062977	Grafton County	Vendor Code: 177397-B003	$247,000	($43,000)	$231,000	$58,000
PO1063242	Greater Nashua Council on Alcoholism	Vendor Code: 166574-B001	$1,514,899	($536,899)	$401,000	$0
PO1062979	Headrest, Inc	Vendor Code: 175226-B001	$228,599	$20,001	$345,000	$17,400
PO1063243	Hope on Haven Hill	Vendor Code: 275119-B001	$497,041	($222,041)	$400,000	$50,000
PO1062986	North Country Health Consortium	Vendor Code: 158557-B001	$401,606	$183,394	$737,000	$97,000
PO1062985	Phoenix Houses of New England, Inc.	Vendor Code: 177589-B001	$817,521	($62,521)	$1,067,000	$104,000
PO1062984	Seacoast Youth Services	Vendor Code: 203944-B001	$73,200	$0	$0	$0
PO1062989	Southeastern NH Alcohol and Drug Services	Vendor Code 155292-B001	$969,140	($228,140)	$1,001,000	$119,000
PO1062988	West Central Services	Vendor Code: 177654-B001	$59,490	($55,490)	$10,000	$2,500
	Total		$8,278,098	($1,127,442)	$7,924,126	$1,075,900

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dismas Home of New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 102 Fourth Street, Manchester NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $253,000.

3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.

4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/31/19
Date

Katja S. Fox
Director

Dismas Home of New Hampshire, Inc.,

5.29.19
Date

Name: SARA J. LUTAT
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on May 29, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Donna M. Bryant
Signature of Notary Public or Justice of the Peace

Donna M. Bryant
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

DONNA M. BRYANT
Notary Public - New Hampshire
My Commission Expires May 4, 2021

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/2019
Date

Name:
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone, to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the

Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and, if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent,

if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus

resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at

http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification

as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct

contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for

the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Transitional Living, See Section 7 below and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of ***$73,000.***

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	**Percentage of Contract Rate in Exhibit B-1 to Charge the Client**
0%-138%	0%
139% - 149%	8%

150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

9.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

10.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

11. Funds in this contract may not be used to replace funding for a program already funded from another source.

12. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

15. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

16.2.1. Make cash payments to intended recipients of substance abuse services.

16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such

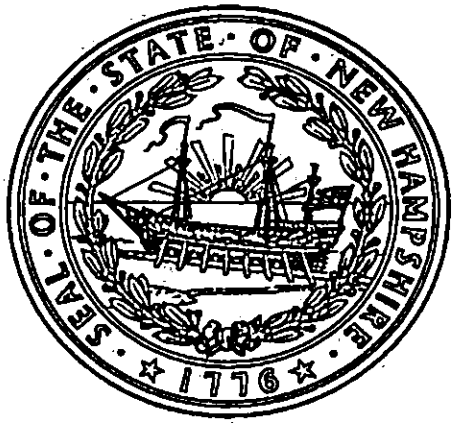
activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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 DISMAS HOME OF NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 01, 2014. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **719017**
Certificate Number: **0004521101**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of May A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jodi K. Hoyt, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Member of the Board of Directors of DHNH (Dismas Home of New Hampshire, Inc)
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Members of the Agency duly held on 5/28/19:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29 day of May, 2019.
(Date Contract Signed)

4. Sara Lutat is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jodi K. Hoyt
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 29th day of May, 2019.

By Jodi K. Hoyt.
(Name of Elected Officer of the Agency)

S M Kone
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

SUSAN M KONE
Notary Public, State of New Hampshire
My Commission Expires Nov. 4, 2020

DISMHOM-01 SMAHONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Sandra Mahoney
MBI Company Group LLC. 280 State Street North Haven, CT 06473	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sandra.mahoney@mbi-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company	42376
INSURER B : Benchmark Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dismas Home of New Hampshire Inc.
P.O. Box 73
North Sutton, NH 03260

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			TPP130689300	5/11/2019	5/11/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			TPP130689300	5/11/2019	5/11/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			TBD	5/11/2019	5/11/2020	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BRX10209200	5/11/2019	5/11/2020	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department of Health and Human Services
Division of Behavorial Health
105 Pleasant St, 3rd Floor North
Concord, NH 03301

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

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DISMAS HOME
NEW HAMPSHIRE

Mission Statement
Of
Dismas Home of New Hampshire
(Revised as of February, 2019)

Dismas Home of New Hampshire (DHNH) is a non-profit, 501 (c)(3) charitable organization providing previously incarcerated women a comprehensive program based on education, training, therapy, and recovery services. Our nurturing, family-like environment empowers healing and life transformation, allowing the women we serve to rejoin their families and live full and productive lives.



FINANCIAL STATEMENTS

OF DISMAS HOME OF NH

APRIL 30, 2019

RFA-2019-BDAS-01-SUBST-01

Respectfully Submitted by: Sara J. Lutat, MSW/MLADC
Executive Director

DISMAS HOME
NEW HAMPSHIRE

Report on Preparation of Financial Statements
RFA-2018-BDAS-01-SUBST-01

April 30, 2019

To: Bureau of Alcohol and Drugs Services/Department of Health and Human Services

The accompanying financial statement of Dismas Home of NH, Inc. as of and for the period ending , April 30, 2019, were not subjected to an audit, review, or compilation engagement by me and, accordingly, I do not express an opinion, a conclusion, nor provide any assurance of them.

Bernard R. Towne, CPA
Champion Accounting Solutions, PLLC

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Report on Preparation of Financial Statements

April 30, 2019

To: The Board of Directors of Dismas Home of NH, Inc

The accompanying financial statements of Dismas Home of NH, Inc. as of and for the period ending April 30, 2019 were not subjected to an audit, review, or compilation engagement by me and, accordingly, I do not express an opinion, a conclusion, nor provide any assurance on them.

Bernard R Towne, CPA
Champion Accounting Solutions, PLLC

Statement of Activity Last Month

April 2019

	Apr 2019	Total Mar 2019 (PP)
REVENUE		
4100 Donations	2,215.00	1,855.00
4150 Grant	3,000.00	0.00
4220 Interest Inc	2.58	3.20
4410 Resident Fees	153.00	716.00
4500 Government Funding		
4520 BDAS	6,075.00	
4530 Medicaid Reimbursements	4,080.00	10,920.00
Total 4500 Government Funding	**10,155.00**	**10,920.00**
Total Revenue	**15,525.58**	**13,494.20**
GROSS PROFIT	**15,525.58**	**13,494.20**
EXPENDITURES		
5100 Advertising		
5110 Constant Contact	42.75	42.75
Total 5100 Advertising	**42.75**	**42.75**
5200 Auto & Transport		
5210 Auto Insurance	312.01	312.01
5240 Gas & Fuel	42.72	
5250 Parking		4.67
5270 Registration	161.20	
5280 Service & Parts	35.00	63.97
Total 5200 Auto & Transport	**550.93**	**380.65**
5400 Fees & Charges		
5420 PayPal CC Fees	4.66	19.64
5430 Bank Fees		5.22
Total 5400 Fees & Charges	**4.66**	**24.86**
5600 Insurance		
5610 Director & Officer Liability		305.69
5630 Workers Comp	591.00	591.00
Total 5600 Insurance	**591.00**	**896.69**
5700 Meals & Entertainment	168.79	
5800 Office Expenses		
5810 Computer & Software	82.59	86.55
5820 Office Supplies	300.84	464.93
5830 Postage and Delivery		110.00
Total 5800 Office Expenses	**383.43**	**661.48**
5900 Payroll and other employee expenses		
5910 Employer Taxes	1,293.97	1,215.33
5920 Salaries & Wages	15,351.37	14,024.62
5940 Training	25.00	
Total 5900 Payroll and other employee expenses	**16,670.34**	**15,239.95**

	Apr 2019	Total Mar 2019 (PP)
6300 Prof and Legal Fees		
6340 Accountant	602.50	522.50
Total 6300 Prof and Legal Fees	**602.50**	**522.50**
6400 Taxes & Licenses		
6470 Filing Fees		7.00
Total 6400 Taxes & Licenses		**7.00**
6600 Utilities		
6620 Heating Oil		905.79
6630 Internet TV Phone		43.04
6650 Security Monitoring		59.90
Total 6600 Utilities		**1,008.73**
6700 Other Home Expenses		
6710 Maintenance	521.09	376.38
6720 Groceries	262.35	258.50
6730 Entertainment	7.99	7.99
6740 Drug Tests	155.00	
6750 Background checks		25.00
6760 Resident Services		2,495.82
Total 6700 Other Home Expenses	**946.43**	**3,163.69**
Total Expenditures	**19,960.83**	**21,948.30**
NET OPERATING REVENUE	**-4,435.25**	**-8,454.10**
NET REVENUE	**$ -4,435.25**	**$ -8,454.10**

Statement of Activity YTD

January - April, 2019

	Total	
	Jan - Apr, 2019	Jan - Apr, 2018 (PY)
REVENUE		
4100 Donations	9,830.00	33,951.12
4150 Grant	3,000.00	15,000.00
4210 Div Income	3.99	2.42
4220 Interest Inc	8.89	7.46
4310 Other Income		1,390.00
4320 Gains/Losses on trading portfolio		24.01
4410 Resident Fees	3,435.00	697.00
4500 Government Funding		
4520 BDAS	28,335.00	
4530 Medicaid Reimbursements	16,320.00	
Total 4500 Government Funding	**44,655.00**	
4610 Room & Board (in kind)		1,846.16
Total Revenue	**60,932.88**	**52,918.17**
GROSS PROFIT	**60,932.88**	**52,918.17**
EXPENDITURES		
5100 Advertising		
5110 Constant Contact	171.00	99.75
5150 Other Advertising	53.10	
Total 5100 Advertising	**224.10**	**99.75**
5200 Auto & Transport		
5210 Auto Insurance	1,583.05	
5240 Gas & Fuel	42.72	
5250 Parking	4.67	1.00
5270 Registration	161.20	206.20
5280 Service & Parts	98.97	378.06
Total 5200 Auto & Transport	**1,890.61**	**585.26**
5300 Dues & Subscriptions		74.95
5400 Fees & Charges		
5420 PayPal CC Fees	31.87	17.04
5430 Bank Fees	12.06	78.98
Total 5400 Fees & Charges	**43.93**	**96.02**
5600 Insurance		
5610 Director & Officer Liability	1,373.90	
5620 Home		2,375.83
5630 Workers Comp	2,364.00	
Total 5600 Insurance	**3,737.90**	**2,375.83**
5700 Meals & Entertainment	298.47	
5800 Office Expenses		
5810 Computer & Software	366.26	284.93
5820 Office Supplies	1,140.61	1,160.92

	Total	
	Jan - Apr, 2019	Jan - Apr, 2018 (PY)
5830 Postage and Delivery	130.00	225.80
Total 5800 Office Expenses	**1,636.87**	**1,671.65**
5900 Payroll and other employee expenses		
5910 Employer Taxes	4,993.08	5,213.73
5920 Salaries & Wages	57,441.36	57,132.51
5940 Training	2,786.31	385.00
Total 5900 Payroll and other employee expenses	**65,220.75**	**62,731.24**
6300 Prof and Legal Fees		
6340 Accountant	2,260.98	3,484.83
Total 6300 Prof and Legal Fees	**2,260.98**	**3,484.83**
6321 Fund Raising Events		467.00
6400 Taxes & Licenses		
6470 Filing Fees	7.00	
Total 6400 Taxes & Licenses	**7.00**	
6600 Utilities		
6610 Electric	981.04	937.14
6620 Heating Oil	1,571.42	830.64
6630 Internet TV Phone	366.12	482.15
6640 Water & sewer	278.26	250.24
6650 Security Monitoring	149.75	
Total 6600 Utilities	**3,346.59**	**2,500.17**
6700 Other Home Expenses		
6710 Maintenance	1,132.98	196.96
6720 Groceries	606.51	394.48
6730 Entertainment	31.96	31.96
6740 Drug Tests	227.45	505.00
6750 Background checks	25.00	80.00
6760 Resident Services	2,495.82	
Total 6700 Other Home Expenses	**4,519.72**	**1,208.40**
Total Expenditures	**83,186.92**	**75,295.10**
NET OPERATING REVENUE	-22,254.04	-22,376.93
NET REVENUE	$ -22,254.04	$ -22,376.93

Statement of Financial Position YTD

As of April 30, 2019

	Total	
	As of Apr 30, 2019	As of Apr 30, 2018 (PY)
ASSETS		
Current Assets		
Bank Accounts		
1072 Bill.com Money Out Clearing	25.00	0.00
1115 Bar Harbor CD	10,000.00	
1130 N Profit	54,497.59	38,261.99
1140 St. Mary's Bank Checking	7,535.07	1,899.51
1150 Paypal	3,609.21	352.91
Total Bank Accounts	**75,666.87**	**40,514.41**
Other Current Assets		
1230 Due from Resident	521.73	521.73
Total Other Current Assets	**521.73**	**521.73**
Total Current Assets	**76,188.60**	**41,036.14**
Fixed Assets		
1500 Manchester Home		
1520 Electrical work	1,500.00	1,500.00
1530 Fire alarm system	24,656.00	15,850.00
1540 Boiler	30,080.94	30,080.94
1550 Interior painting	967.00	967.00
1560 Kitchen work	6,108.00	6,108.00
1580 Security system	10,183.15	10,183.15
1590 Furniture	792.19	792.19
1591 Interior Decorating	896.37	
1592 Fire Suppression System	2,400.00	2,400.00
1593 Windows	3,025.00	3,025.00
1594 Roof	9,248.00	9,248.00
Total 1500 Manchester Home	**89,856.65**	**80,154.28**
1610 Vehicles	15,735.17	15,735.17
1700 Accumulated Depreciation	-18,770.31	-8,113.33
Total Fixed Assets	**86,821.51**	**87,776.12**
TOTAL ASSETS	**$163,010.11**	**$128,812.26**
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2105 Accounts Payable	7,074.84	2,019.67
Total Accounts Payable	**7,074.84**	**2,019.67**
Credit Cards		
2110 LSB MC	924.18	978.42
Total Credit Cards	**924.18**	**978.42**

	As of Apr 30, 2019	Total As of Apr 30, 2018 (PY)
Other Current Liabilities		
2220 NH Unemployment Tax Payable	-176.32	843.08
Credit Card Clearing	-881.46	-100.00
Total Other Current Liabilities	-1,057.78	743.08
Total Current Liabilities	6,941.24	3,741.17
Total Liabilities	6,941.24	3,741.17
Equity		
3100 Unrestricted Net Assets	153,783.91	105,291.58
3101 Board Designated Funds	0.00	30,000.00
3200 Temporarily Restricted Net Assets	24,539.00	12,156.44
Net Revenue	-22,254.04	-22,376.93
Total Equity	156,068.87	125,071.09
TOTAL LIABILITIES AND EQUITY	$163,010.11	$128,812.26

Statement of Cash Flows YTD

January - April, 2019

	Total
OPERATING ACTIVITIES	
Net Revenue	-22,254.04
Adjustments to reconcile Net Revenue to Net Cash provided by operations:	
1210 Accounts Receivable (A/R)	-6,960.00
2105 Accounts Payable	4,314.03
2110 LSB MC	-1,188.98
2210 Federal Withholding	-2,026.72
2220 NH Unemployment Tax Payable	-511.11
Credit Card Clearing	1,231.70
Total Adjustments to reconcile Net Revenue to Net Cash provided by operations:	-5,141.08
Net cash provided by operating activities	-27,395.12
INVESTING ACTIVITIES	
1530 Manchester Home:Fire alarm system	-7,372.00
1591 Manchester Home:Interior Decorating	-431.57
Net cash provided by investing activities	-7,803.57
FINANCING ACTIVITIES	
3100 Unrestricted Net Assets	7,134.00
3200 Temporarily Restricted Net Assets	-7,134.00
Net cash provided by financing activities	0.00
NET CASH INCREASE FOR PERIOD	-35,198.69
Cash at beginning of period	110,865.56
CASH AT END OF PERIOD	$75,666.87

Temp Restricted Net Assets Ledger to Date

January - April, 2019

Date	Memo/Description	Amount
Temporarily Restricted Net Assets		
Beginning Balance		
01/31/2019	January 2019 releases from restriction	-1,660.00
02/28/2019	February 2019 releases from restriction	-2,974.00
03/31/2019	March 2018 releases from restriction	-3,930.00
04/30/2019	Adjust Temp Restricted Net Assets for Grant Received	3,000.00
04/30/2019	April 2019 releases from restriction	-1,570.00
Total for Temporarily Restricted Net Assets		**$ -7,134.00**
TOTAL		**$ -7,134.00**

YTD Budget to Actual

January - April, 2015

	Actual	Budget	over Budget	Total % of Budget
REVENUE				
4100 Donations	9,830.00	36,668.00	-26,838.00	26.81 %
4150 Grant	3,000.00	22,000.00	-19,000.00	13.64 %
4210 Div Income	3.99	3.00	0.99	133.00 %
4220 Interest Inc	8.89	20.00	-11.11	44.45 %
4410 Resident Fees	3,435.00	2,408.00	1,027.00	142.65 %
4500 Government Funding				
4520 BDAS	28,335.00	30,400.00	-2,065.00	93.21 %
4530 Medicaid Reimbursements	16,320.00	29,200.00	-12,880.00	55.89 %
Total 4500 Government Funding	44,655.00	59,600.00	-14,945.00	74.92 %
Total Revenue	60,932.88	120,699.00	-59,766.12	50.48 %
GROSS PROFIT	60,932.88	120,699.00	-59,766.12	50.48 %
EXPENDITURES				
5100 Advertising				
5110 Constant Contact	171.00	166.68	4.32	102.59 %
5130 Website Design		416.68	-416.68	
5150 Other Advertising	53.10	33.32	19.78	159.36 %
Total 5100 Advertising	224.10	616.68	-392.58	36.34 %
5200 Auto & Transport				
5210 Auto Insurance	1,583.05	400.00	1,183.05	395.76 %
5240 Gas & Fuel	42.72	83.32	-40.60	51.27 %
5250 Parking	4.67	3.32	1.35	140.66 %
5270 Registration	161.20	75.00	86.20	214.93 %
5280 Service & Parts	98.97	166.68	-67.71	59.38 %
5290 Tolls		6.68	-6.68	
Total 5200 Auto & Transport	1,890.61	735.00	1,155.61	257.23 %
5300 Dues & Subscriptions		166.68	-166.68	
5400 Fees & Charges				
5410 Epay		16.68	-16.68	

	Total			
	Actual	Budget	over Budget	% of Budget
5420 PayPal CC Fees	31.87	33.32	-1.45	95.65 %
5430 Bank Fees	12.06	100.00	-87.94	12.06 %
5440 Fire Alarm Fee		16.68	-16.68	
Total 5400 Fees & Charges	**43.93**	**166.68**	**-122.75**	**26.36 %**
5600 Insurance				
5610 Director & Officer Liability	1,373.90	300.00	1,073.90	457.97 %
5620 Home		833.32	-833.32	
5630 Workers Comp	2,364.00	3,666.68	-1,302.68	64.47 %
Total 5600 Insurance	**3,737.90**	**4,800.00**	**-1,062.10**	**77.87 %**
5700 Meals & Entertainment	298.47	33.32	265.15	895.77 %
5800 Office Expenses				
5810 Computer & Software	366.26	533.32	-167.06	68.68 %
5820 Office Supplies	1,140.61	1,333.32	-192.71	85.55 %
5830 Postage and Delivery	130.00	333.32	-203.32	39.00 %
5840 Printing and Reproduction		66.68	-66.68	
Total 5800 Office Expenses	**1,636.87**	**2,266.64**	**-629.77**	**72.22 %**
5900 Payroll and other employee expenses				
5910 Employer Taxes	4,993.08	5,848.00	-854.92	85.38 %
5920 Salaries & Wages	57,441.36	67,232.00	-9,790.64	85.44 %
5940 Training	2,786.31	333.32	2,452.99	835.93 %
Total 5900 Payroll and other employee expenses	**65,220.75**	**73,413.32**	**-8,192.57**	**88.84 %**
6300 Prof and Legal Fees				
6330 Lawyer		2,500.00	-2,500.00	
6340 Accountant	2,260.98	3,333.32	-1,072.34	67.83 %
Total 6300 Prof and Legal Fees	**2,260.98**	**5,833.32**	**-3,572.34**	**38.76 %**
6321 Fund Raising Events		500.00	-500.00	
6400 Taxes & Licenses				
6410 Annual Report Certificate		75.00	-75.00	
6460 Not for profit State report		8.32	-8.32	
6470 Filing Fees	7.00		7.00	
Total 6400 Taxes & Licenses	**7.00**	**83.32**	**-76.32**	**8.40 %**

	Total			
	Actual	Budget	over Budget	% of Budget
6600 Utilities				
6610 Electric	981.04	1,266.68	-285.64	77.45 %
6620 Heating Oil	1,571.42	833.32	738.10	188.57 %
6630 Internet TV Phone	366.12	583.32	-217.20	62.76 %
6640 Water & sewer	278.26	500.00	-221.74	55.65 %
6650 Security Monitoring	149.75	1,000.00	-850.25	14.98 %
Total 6600 Utilities	3,346.59	4,183.32	-836.73	80.00 %
6700 Other Home Expenses				
6710 Maintenance	1,132.98	666.68	466.30	169.94 %
6720 Groceries	606.51	833.32	-226.81	72.78 %
6730 Entertainment	31.96	66.68	-34.72	47.93 %
6740 Drug Tests	227.45	583.32	-355.87	38.99 %
6750 Background checks	25.00	133.32	-108.32	18.75 %
6760 Resident Services	2,495.82	1,333.32	1,162.50	187.19 %
Total 6700 Other Home Expenses	4,519.72	3,616.64	903.08	124.97 %
7100 Depreciation		3,333.32	-3,333.32	
Total Expenditures	83,186.92	99,748.24	-16,561.32	83.40 %
NET OPERATING REVENUE	-22,254.04	20,950.76	-43,204.80	-106.22 %
NET REVENUE	$ -22,254.04	$20,950.76	$ -43,204.80	-106.22 %

DISMAS HOME
NEW HAMPSHIRE

BOARD OF DIRECTORS
DISMAS HOME OF NEW HAMPSHIRE
May 14, 2019

NAME: Paul Allen Young
DATE OF BOARD MEMBERSHIP: June, 2015
BOARD OFFICER: President
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

NAME: Elaine Rizzo
DATE OF BOARD MEMBERSHIP: October, 2015
BOARD OFFICER: Vice President
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

NAME: John D. Wallace
DATE OF BOARD MEMBERSHIP: November, 2014
BOARD OFFICER: Treasurer
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

NAME: Jodi Kelley Hoyt
DATE OF BOARD MEMBERSHIP: May, 2016
BOARD OFFICER: Secretary
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

NAME: Anthony J. Coriaty
DATE OF BOARD MEMBERSHIP: September, 2014
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

NAME: Annika Augusta Marie Stanley-Smith
DATE OF BOARD MEMBERSHIP: January, 2018
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

NAME: Julie Ann McCarthy
DATE OF BOARD MEMBERSHIP: October, 2017
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

DISMAS HOME
NEW HAMPSHIRE

NAME: Kenneth P. Brown
DATE OF BOARD MEMBERSHIP: October, 2018
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

NAME: Christopher Young
DATE OF BOARD MEMBERSHIP: October, 2018
PERSONAL ADDRESS: [redacted]
Day Time Telephone #: [redacted]

EXECUTIVE DIRECTOR

NAME: Sara Jane Lutat, MSW/MLADC
DATE OF HIRE: May, 2016
PERSONAL ADDRESS: [redacted]

Program Coordinator
CRSW
Under Supervision

Jessica Mckenzie

Manchester, NH 03102
[redacted]

Work Experience

Direct support provider/case worker
Provided couseling for kids in the foster system with severe trauma due to parents with active addictions
Transport clients and supervised visitaions
Coordinated school enrollment and afterschool activities
Administered medications and properly logged it
I was lead supervisor and trained new staff
Entered hourly logs for clients to aid in final discharge decisions
Incharge of weekly meal prep, budget and shopping

As a case worker, I help kids who grew up in institutions become productive members of society
I aided in writing resumes and securing a job
Transporting clients to job interviews and appointments
Helped meet short and long term goals made by their therapists

Education

General

Skills

Direct Care, Social Work, Social Service

Military Service

Branch: US military
Service Country: United States
Rank: E3
November 2008 to November 2012

Certifications/Licenses

First Aid CPR AED

Medication Administration

NAPPI Certified

- Maintain personnel files according to identified standards relative to established personnel policies
- Assist Executive Director with New Hire documentation for the personnel file

HEALTH OFFICER:

- Inspect, on a monthly basis, all safety requirements/security for the Dismas Home as per the policy established, and accurately record findings
- Conduct fire drills and maintain accurate records of such

FINANCIAL ADMINISTRATION:

- Approve bills after they have been scanned into the Bill.com system
- Monitor the scheduling of bio-hazard removal
- Order supplies and keep accurate receipts
- Monitor usage of gift cards
- Receive weekly/bi-Weekly program fees from residents working and calculate 30% of their wages

ASSIST WITH OFFICE ADMINISTRATION:

- Answer the phone – making note of all necessary information needed to return calls
- Schedule clinical appointments with residents once a week, and possible evaluations with MLADC, checking the Executive Director's schedule
- Schedule appointments for interviews for Executive Director
- Schedule meetings as requested by Executive Director
- Maintain office supplies and the upkeep of office equipment
- Coordinate IT/assistance with IT problems
- Assist with maintaining policy books (medication, personnel, and residential)
- Maintain accurate files both in paper and digitally
- Assist Executive Director with grant applications
- Assist Executive Director with recording/documentation of new applications and scheduling interviews
- Provide office coverage when the Executive Director is not available or is out of the office
- Receive and assist residents with meeting residential policies regarding reporting income, completing work schedules, and visitation paperwork
- Maintaining an up-to-date office calendar
- Assist Executive Director with administration contract requirements under Medicaid and Bureau of Alcohol and Drug Services (BDAS)
- Provide letters of residence and documentation for community agencies

ASSIST WITH FUNDRAISING ACTIVITIES:

- Assist with fundraising activities, such as mailings, constant contact, emails, etc.
- Help coordinate certain activities that are designated as fundraising activities
- Send Thank you letters for donations, including tax deduction letters
- Maintaining up to date donor files and updating them with new Donors

- Monitor the medication notebooks making sure they are accurate, the PRN forms are complete, and program assistants are following protocols and procedure
- Monitor the disposal protocols

✓ Assist residents with organizing and coordinating meals
- Shopping at Market Basket with residents to provide a certain level of food supplies for the residents
- Going to Sam's Club and getting food supplies in bulk as well as cleaning supplies or office supplies

✓ Maintain and sustain relationship with NH Food Bank
- Meeting all protocols and administrative documentation needed for NH Food Bank
- Shopping the floor and ordering on line with NH Food Bank
- Completing the quarterly reports for NH Food Bank

NEW RESIDENT INTAKE:

- Set up room for resident
  - ✓ Making sure that the room is cleaned/sanitized and prepared
    - Bedding washed and bed made
    - Towels
- Complete Resident Intake Forms – (on day of entry or within 24 hours)
  - ✓ Enter into the WITS system for BDAS as non-billable (until such time as they become Transitional Living Program (Phase 3)
  - ✓ Set up Case Management Notebook and Medication Notebook
  - ✓ Have resident sign the Day 1, Day 2, and Day 3 case management forms
  - ✓ Making sure that all information is complete and accurately recorded/documented
  - ✓ Schedule appointment for Evaluation with MLADC (must be within 48 hours)

TRANSPORTATION:

- Assist residents with transportation needs, transporting when possible to appointments in Phase 2 and 3
- Monitor and oversee the policies and activities related to meeting the standards for transportation under DHHS for the van (van log, notebook of resident emergency forms, van maintenance schedule)

PAYROLL/SCHEDULING

- Oversee the scheduling with staff member assigned to coordinate scheduling
- Oversee the Sign in for hourly staff
- Monitor schedule being completed by Program Assistant
- Monitor shift changes and Time off Requests
- Complete bi-weekly time sheets for hourly staff
- Communicate with Accountant regarding payroll issues/changes/problems

residential handbook policies that dictate house rules and regulations in order to maintain structure of the program and accountability for residents
    - Monitor the security system by maintaining accurate and up-to-date code
    - Change security codes to entrance to the house when resident leaves the program
    - Assist with providing coverage for the house to maintain 24/7 coverage
- ✓ Provide one hour of intensive case management a week for residents
    - Assist residents with setting short and long term goals, as well as assistance with accomplishing them
    - Provide administrative support to residents, assisting with connecting to resources and completing administrative paper work
- ✓ Supervising room checks by the program assistants, as well as assisting with room checks
    - Monitoring the Room check documentation
    - Responsible for following up with a resident on a room check that did not meet Dismas Home standards
- ✓ Supervise personal property checks when residents are entering Dismas Home
    - Checking receipts against the contents of the bag
    - Checking pocketbooks, handbags, and coats, etc.
    - Checking belongings of new resident prior to unpacking
    - Assisting residents being discharged with packing making sure that Dismas Home property stays in the house
- ✓ Conduct house meetings on Monday morning
    - Establish agenda
    - Facilitate discussions among residents to solve problems that may exist
    - Provide a written account of the house meeting
- ✓ Supervise chores of residents to maintain the house in a neat, clean, and orderly manner
    - Complete chore sheet weekly (at house meeting)
    - Check to make sure that the chores are being completed to an expected standard of completion
    - Maintaining a certain level of inventory of cleaning supplies
    - Making sure that Dismas Home is ready for viewing by visitors requesting a tour
- ✓ Keep track of the volunteers that are cooking Sunday dinner, interns and other volunteers that are coming into Dismas Home
    - Maintain the volunteer schedule
    - Make sure that volunteers are signing in
    - Track the volunteer and intern hours
    - Make sure that Confidentiality forms are properly signed and witnessed
- ✓ Keep track of donations and distribution of donations
- ✓ Supervise the self-administration of the Medication
    - Monitor and supervise the self-administration of medication by residents

Program Assistant (CR&W)
Under Supervision

COLLEEN L HAYWARD

[redacted]

To be a direct care provider

APRIL 2015 TO CURRENT

CARE GIVER HOME HEALTH AIDE/ , Visting Angels of Auburn NH

Care Giving of the Elderly specializing in Alzheimer's, Dementia & Hospice Care. Care giver of the month, recognized for saving someone's life for multiple people

NOVEMBER 2015 TO NOVEMBER 2017

HOME CARE ASISTANCE ,HOME CARE ASSISTANCE of Bedford, NH

1 on 1 homecare for elderly specializing in dementia & hospice care

JUNE 1983 TO MAY 1985

CERTIFICATE IN DENTAL ASSISTING/OFFICE MANAGEMENT, North Shore Community College Lynn Massachussetts

SEPTEMBER 1980 TO JUNE 1983

HIGH SCHOOL DIPLOMA , Lynn English High Lynn Massachussetts

- Parent advocate/state of NH
- Nami NH support group leader
- After school teacher for at risk students
- Relias certified training
- 1st aid and CPR training

Parent of special needs child, NAMI NH volunteer, MICAH Award recipient 2016, Blessed Sacrament Food Pantry Manager for 5 years, The Volunteer NH Award Winner for making a difference in child's life.

JOB DESCRIPTION

OF

PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER (CRSW)

COLLEEN HAYWARD

Reports to: Executive Director

A Program Assistant/CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

*Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.

*Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies

*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crises situation

*Strong Communication Skills

*Strong Interpersonal Skills

*Experience with conducting groups related to substance use disorder **(optional)**

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Certification as a Certified Recovery Service Worker (CRSW) or willing to obtain certification as a CRSW within 6 months of employment

*Current New Hampshire Driver's License **(optional)Program Assistant/CRSW**

Primary Responsibilities include the following:

*promote independent living and successful re-entry, transition back to community

*provide support with daily living tasks helping to facilitate residents living ordinary lives

*Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors

*Case Management to assist with connecting residents to resources within the community to promote a successful transition.

*Help to identify early signs of relapse and support treatment and recovery of residents

*Supervise self-administration of medications

*Complete personal property checks

*Group facilitation

*Assist with program supervision and management and reporting to the Program Manager

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

*Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 25 hours each week)

Salary: $12.00 per hour

- Physical Demands

Knowledge	Seldom to None	Occasionally	Frequently	Constantly
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			

Sensor,' Activities				
Talking in person				
Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)			X	

Colle L HP

Signature of Employee

7/9/18

Date

Witness

Date

Program Assistant (CRSW)
Under Supervision

Karin Powers

[redacted]

I have a degree in Crop and Soil Science, a Montessori upper elementary teaching diploma, and a profound interest in the world around me. I am passionate about learning, and I love to share what I have learned with others. In the past I have worked as a Home Health Aide, as a security officer, and as a residential counselor in a homeless shelter. Having grown up in challenging circumstances, I find that I am most fulfilled when I have meaningful work teaching people of any age or supporting those who are in crisis. I have just moved to downtown Manchester to complete my studies at a holistic massage therapy school in the area. I would love to find part-time, preferably long term, work that matters.
Authorized to work in the US for any employer.

Work Experience

Householder

Plowshare Farm - Greenfield, NH
April 2017 to June 2018

I co-managed a household of 12 at a farm-based intentional community devoted to working and life-sharing with developmentally challenged individuals. I shared responsibility for maintaining the house and the grounds as well as the personal, medical, and social needs of the residents in my household. I led a workshop which prepared lunch for the entire community, as well as a workshop which produced baked goods (for purchase as well as for community consumption). I was also responsible for assisting in the planning and production of common celebratory festivals and ceremonies.

Householder

Lukas Community - Temple, NH
August 2015 to April 2017

I was an assistant householder in a home of 12 individuals at an intentional community devoted to working alongside and life-sharing with people with special needs. I shared responsibility for maintaining the house and the grounds as well as the personal, medical, and social needs of the residents in my household. In addition to cooking for my household on a regular basis, I also prepared food for groups of 50+ people for celebratory festivals and public functions. I led workshops in speech and dramatic arts, reading, and baking. I assisted in workshops in Eurythmy, (a performance art which seeks to make music and speech "visible" through gesture and dance) exercise therapy, gardening, and puppetry.

Overnight counselor

Athens Area Homeless Shelter - Athens, GA
June 2003 to August 2004

I welcomed people who were in need in shelter into the facility, helped them get integrated, and did all associated record keeping. If an intake could not happen at our facility, I attempted to make alternative

referrals. I monitored the premises, administered medication as needed, performed safety checks, and assisted in maintaining cleanliness of the building.

Security Officer
University of Georgia - Athens, GA
August 2002 to September 2003

Education

LMT in Massage Therapy
Northeast Institute for Whole Health - Manchester, NH
September 2015 to August 2019

Upper Elementary Diploma in General Education
North American Montessori Center
March 2012 to August 2013

BS in Agriculture- Crop and Soil Science
University of Georgia - Athens, GA
1998 to 2002

Skills

Dramatic arts; gardening and agriculture; large scale food preparation (and extensive awareness of nutrition, food sensitivities, and dietary restrictions); K-12 studies; yoga and physical fitness; Spanish language; child care; animal care

Certifications/Licenses

Court Appointed Special Advocate (guardian ad litem) August 2003

JOB DESCRIPTION

OF

PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER (CRSW)

Karin Powers

Reports to: Executive Director

A Program Assistant/CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

*Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.

*Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies

*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crises situation

*Strong Communication Skills

*Strong Interpersonal Skills

*Experience with conducting groups related to substance use disorder **(optional)**

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Certification as a Certified Recovery Service Worker (CRSW) or willing to obtain certification as a CRSW within 6 months of employment

*Current New Hampshire Driver's License **(optional)Program Assistant/CRSW**

Primary Responsibilities include the following:

*promote independent living and successful re-entry, transition back to community

*Case Management to assist with connecting residents to resources within the community to promote a successful transition.

*provide support with daily living tasks helping to facilitate residents living ordinary lives

*Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors

*Help to identify early signs of relapse and support treatment and recovery of residents

*Supervise self-administration of medications

*Complete personal property checks

*Group facilitation

*Assist with program supervision and management and reporting to the Executive Director

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

Job Type: Part-time (up to 35 hours each week)

Salary: $12.00 per hour

- Physical Demands

Knowledge	Seldom to None	Occasionally	Frequently	Constantly
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving				
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			

Sensor,' Activities				
Talking in person			X	
Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Signature of Employee

7/8/18
Date

Witness

7/8/18
Date

Program Assistant
Non CRSW

ELEANOR (ELLIE) C. THERRIEN

[redacted]

CAREER HIGHLIGHTS

- **Administrative:** Budget development and management, contract response to NH Department of Corrections (NH DOC) and NH Department of Justice NH DOJ), implementation and monitoring, staff development and supervision (assistant director, LADC, case managers, drug screenings, etc.), reported mandated data, program development and implementation of contract.
- **Program Development:** Designed, developed, implemented, monitored and evaluated a series of case management-based community programs. Program implementation included: assessment of clientele, case management, life skills groups, crisis intervention (homelessness, mental health, substance use, etc.), court advocacy, referrals to appropriate services e.g. education, employment, housing, job training, etc.
- **Case Management:** Assessed clients for needs using nationally recognized assessment tools, determined eligibility for program, developed case plans with long and short-term goals including program graduation, oversaw implementation of case management, reviewed LADC assessment/ recommendations and implemented such. (A strong emphasis was focused on identifying mental health and substance use needs.) Trained, supervised and supported the program staff. Worked with female and male offenders through the NH DOC probation/parole district office. Monitored compliance with the programs. It included clients that were re-entering the community from prison or as an alternative to incarceration as well as clients with misdemeanor offenses. Maintained a good working relationship with NH DOC.
- **Community Relations:** Developed a strong effective network with courts (Superior and Circuit), defense counsel, prosecutors, NH Department of Justice, NH Department of Corrections, Hillsborough County House of Corrections and community service providers.

RECENT EMPLOYMENT EXPERIENCE

2017	NH Office of the Public Defender Part-time/Obtaining admittance to treatment programs for clients
2015 to 2017	Keystone Hall Case Manager, New Hope Program (Part-time/Grant-funded through NH DOJ)
2013 to 2014	Farnum Center Coordinator, *FAST Program* (Part-time/Start-up program)
2012 to 2013	Keystone Hall Case Manager (Part-time/Grant-funded through NH DOJ)
2008 to 2011	Hillsborough County Attorney's Office Director, *Hillsborough County Re-Entry Program* (Grant-funded through NH DOJ)
1995 to 2008	Southern New Hampshire Services, Inc. Director, Hillsborough County Academy Programs (Funded through NH DOC)

EDUCATION

1979-1982	New Hampshire College B.S. Human Services (2 credits short)
1962	St. Columbkille High School Brighton, MA 02135

BOARD AFFILIATION

- Manchester Weed and Seed (US DOJ) Advisory Board
- Marital Mediator Certification Board – Appointment to State Board
- Nashua Children's Home – Chair of the Board
- New Hampshire Mediation Program
- YWCA Board of Directors (Nashua)
- New Hampshire Mediators Association – Chair of the Board
- State of New Hampshire Re-Entry Steering Committee
- New Hampshire Adults and Children with Learning Disabilities Board

COMMUNITY INVOVLEMENT

- State of New Hampshire – Special Education Mediator (5 years)
- New Hampshire Mediation Program -- Marital Mediation/Volunteer (20 years)
- Nashua Mediators Program – Marital Mediation/Volunteer (8 years)
- Nashua Mediation Program -- Parent/Child Mediation/Volunteer (5 years)

REFERENCES

Provided upon request

JOB DESCRIPTION

OF

PROGRAM ASSISTANT/NON-CERTIFIED RECOVERY SUPPORT WORKER

ELEANOR THERRIEN

Reports to: Executive Director

A Program Assistant/CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

*Ability to assist clients with developing short and long-term goals related to recovery, sobriety, and personal life goals.

*Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies

*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crises situation

*Strong Communication Skills

*Strong Interpersonal Skills

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Current New Hampshire Driver's License **(optional)Program Assistant/Non-CRSW**

Primary Responsibilities include the following:

*Promote independent living and successful re-entry, transition back to community

*Provide support with daily living tasks helping to facilitate residents living ordinary lives

*Provide assistance with mental health and physical health concerns – as well as promote healthy behaviors

*Help to identify early signs of relapse and support treatment and recovery of residents

*Supervise self-administration of medications

*Complete personal property checks

*Group facilitation

*Assist with program supervision and management and reporting to the Program Manager

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

*Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 30 hours each week)

Salary: $12.00 per hour

Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Signature of Employee — Date: 11/30/18

Witness — Date: 11.30.18

Program Assistant
Non-CRSW

JOB DESCRIPTION

OF

PROGRAM ASSISTANT/NON-CERTIFIED RECOVERY SUPPORT WORKER

DONNA BRYANT

Reports to: Executive Director

A Program Assistant/Non-CRSW workers are a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

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*Ability to complete documentation/shift notes, and tasks related to guidelines of Dismas Home policies

*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crises situation

*Strong Communication Skills

*Strong Interpersonal Skills

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Current New Hampshire Driver's License **(optional)Program Assistant/Non-CRSW**

Primary Responsibilities include the following:

*Promote independent living and successful re-entry, transition back to community

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*Complete personal property checks

*Group facilitation

*Assist with program supervision and management and reporting to the Program Manager

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

*Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 30 hours each week)

Salary: $12.00 per hour

Knowledge	Seldom to None	Occasionally	Frequently	Constantly
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			
Sensor,' Activities				
Talking in person			X	

Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Donna M. Bryant — 9/12/18

Signature of Employee — Date

Witness — 9.12.18

Witness — Date

DONNA M. BRYANT
1[redacted]t • [redacted] • [redacted] • [redacted]

Executive Assistant

SUMMARY OF QUALIFICATIONS

- A highly organized and detail-oriented Executive Assistant with over 20 years' experience providing thorough and skillful administrative support to senior executives.
- Dedicated and focused; able to prioritize and complete multiple tasks and follow through to achieve project goals.
- An independent and self-motivated professional with excellent research skills; able to grow positive relationships with clients and colleagues at all organizational levels.
- Computer skills include: Gmail, Outlook, MS Word, Excel, PowerPoint, Internet, and customized applications.

PROFESSIONAL EXPERIENCE

INNOVAIRRE COMMUNICATIONS, LLC, Wilton, NH

Executive Assistant to the Sr. Executive Management Team **2005 – Present**

- Coordinate and set up high-level conference calls, board and management meetings, special events and end to end travel arrangements/itinerary's for top executives
- Organize and assimilate documents for company's Board of Trustees
- Manage multiple calendar's for executives
- Management of State Fundraising Counsel registrations / Trademark activities and all Corporate contracts
- Recruit new employee's / on-boarding and miscellaneous human resource functions
- Oversee corporate travel & expense program and AMEX card program
- Obtain Visas and required documents for International travel

HONEYWELL INTERNATIONAL, Saugus, MA **2003 - 2005**

Executive Assistant to the President and General Manager – National Energy Solutions

- Maintained extremely complex schedule and daily appointment calendar utilizing Outlook
- Coordinated international and domestic travel, reconcile expense reports
- Attended meetings/conference calls on behalf of or in conjunction with the President
- Coordinated all aspects of company team meetings – hotel selection/negotiation, travel, etc.
- Prepared routine and advanced correspondence including letters, memoranda and reports

TECNOMATIX TECHNOLOGIES, Nashua, NH **2001 - 2003**

Executive Assistant to the Executive Vice President of World Wide Sales and Executive Vice President of Corporate Marketing

- Supported all sales efforts which included international sales teams, generated sales tools and collateral, delegated sales leads to the appropriate sales manager, and coordinated quarterly sales meetings
- Created and executed direct mail campaign for pre- and post-tradeshow mailings, trade publication memberships lists and sales and customer leads
- Worked closely with public relations firm to generate editorial and speaking opportunities, press release schedule and overall PR plan to grow industry visibility.

REFERENCES AVAILABLE UPON REQUEST

ELLACOYA NETWORKS, Merrimack, NH **2000 – 2001**

Executive Assistant to Vice President of Worldwide Sales and administrative support to 10 Sales Offices

- Assisted executives by relieving them of complex details and advanced administrative duties
- Independently investigated assigned problems determining method of research, data requirements as well as analysis techniques. Prepared reports and recommendations for action by superior
- Consolidated department reports taking input from Executive VP Sales' direct reports
- Made high level contacts of a complex and confidential nature both internally and externally
- Managed complex schedules and daily appointment calendars; coordinated travel and lodging arrangements as required
- Assisted the executives in preparing for all aspects of Board of Directors, Committee Meeting, Sales Department meetings and the hosting of company guests

CISCO SYSTEMS, Chelmsford, MA **1996 - 2000**

Executive Assistant to Vice President of Worldwide Sales and administrative support to 11 Sales Offices

- Managed Vice President's daily schedule
- Assisted the Executive Team members with special projects
- Managed all aspects of multiple off-site Sales meetings and President's Club meetings
- Compiled weekly forecast reports
- Managed day-to-day office correspondence and acted as a liaison between headquarters and all Sales Offices
- Extensive telephone contact with existing and potential customers
- Maintained filing systems, records, logs and customer database

TEXTRON AUTOMOTIVE FUNCTIONAL COMPONENTS, INC., Manchester, NH **1994 - 1996**

Executive Assistant to the Sr. Executive Management Team

- Managed all aspects of multiple off-site training and business related conferences
- Prepared presentations, functions and travel arrangements for vendors, suppliers and employees from across the United States
- Negotiated, implemented and managed Safety Eye Glass Program, Safety Shoe Program and Educational Reimbursement Program
- Created and managed an international and domestic travel program for all McCord Winn Textron employees
- Managed extensive supplier Request for Quotation System and worked as liaison with multiple suppliers on timing, follow-up and technical issues

RAYTHEON COMPANY, Andover, MA **1987 - 1994**

Executive Assistant to the Manager of the Smart Munitions/Missile System's Division

Advanced from Manchester's Smart Munitions Laboratory to Andover's Patriot Multimode Program Office holding a Department of Defense Secret Clearance and Special Access Clearance.

- Established administrative procedures for the secretarial staff supporting over 115 engineers
- Successfully coordinated work flow and communications in Manchester for the Laboratory Manager, Technical Director and Department/Section Managers
- Skillfully prepared technical reports and presentations material during proposal efforts which led to winning multi-million dollar contracts
- Supervised secretarial support within our organization

REFERENCES AVAILABLE UPON REQUEST

Program Assistant CRSW
Under Supervision

Maria Torsey

[redacted]

Objective Helping others overcome obstacles that interfere with becoming the best person they can be.

Skills & Abilities
Organization
Problem Solving
Listening
Communication
Empathy
Understanding

Experience

2005 – Present
Office Manager/secretary , Mario Agri Painting
- Keeping an open relationship with clients in order to best serve them.
- Writing up and sending all proposals and invoices.
- Responding to all emails

4/2008– 12/2012
Manager, XXXposed NH
- Opening and Closing
- Hiring
- Keeping a clean and comfortable atmosphere for our customs.
- Customer Service
- Ordering and pricing
- Anything and everything to keep a small business functioning.

Education **Pinkerton Academy – Derry, NH – HS Diploma**
6/16/2001

JOB DESCRIPTION
OF
PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER
MARIA TORSEY

Reports to: Program Coordinator

A Program Assistant/CRSW under supervision is a key part of the Dismas Home of New Hampshire team, and focuses directly on the needs of the residents, previously incarcerated women, transitioning/re-entering back into the community from incarceration, working across boundaries of care, organization and role. They will provide support, give time to the resident and thus promote their recovery and successful transition/re-entry back to the community.

Skills and Abilities:

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*Ability to work collaboratively with other Dismas Home of New Hampshire team members

*Provide leadership and foster community growth among staff and residents

*Ability to consistently exercise sound judgement in a crisis situation

*Strong Communication Skills

*Strong Interpersonal Skills

Qualifications:

*A minimum of an Associates Degree in Social Work, Psychology, Criminal Justice, Human Services or related counseling field (or dependent upon skill/experience with working in supervising residential care)

*Current New Hampshire Driver's License

Primary Responsibilities include the following:

*Promote independent living and successful re-entry, transition back to community

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*Help to identify early signs of relapse and support treatment and recovery of residents

*Supervise self-administration of medications

*Complete personal property checks

*Assist with program supervision and management and reporting to the Program Coordinator

*Assist with volunteer activities and supervision of non-staff on the premises of Dismas Home of New Hampshire while conducting groups

*Follow personnel policies of Dismas Home of New Hampshire

*Transport residents using Dismas Home of NH van – following protocols and procedures relative to van and resident transportation

Job Type: Part-time (up to 20 hours each week)

Salary: $12.00 per hour

PHYSICALLY ABLE TO PERFORM THE FOLLOWING: PHYSICAL REQUIREMENTS

Knowledge	Seldom to None	Occasionally	Frequently	Constantly
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			
Sensor,' Activities				
Talking in person			X	
Talking on the telephone			X	

Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Signature of Employee

4/11/2019
Date

Witness

4.11.19
Date

Program Assistant
CRSW
Under Supervision

JOB DESCRIPTION
OF
PROGRAM ASSISTANT/CERTIFIED RECOVERY SUPPORT WORKER
DAWN THACKERAY

Reports to: Program Coordinator

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Job Type: Part-time (up to 20 hours each week)

Salary: $12.00 per hour

PHYSICALLY ABLE TO PERFORM THE FOLLOWING: PHYSICAL REQUIREMENTS

Knowledge	Seldom to None	Occasionally	Frequently	Constantly
Reading, Speaking, Writing English			X	
Communications Skills			X	
Computers			X	
Physical				
Walking			X	
Bending		X		
Standing		X		
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance	X			
Stretching/Reaching		X		
Hearing/Seeing				X
Exposure to blood borne pathogens and infectious disease	X			
Exposure to hazardous material	X			
Climbing stairs			X	
Hand/finger dexterity			X	
Stooping (bend at waist)	X			
Sensor,' Activities				
Talking in person			X	
Talking on the telephone			X	

Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

Signature of Employee — Date: 3-30-19

Witness — Date: 3.30.19

From: Dawn Thackeray
Sent: Thursday, March 21, 2019 12:22 PM
To: Jessica McKenzie
Subject: From Dawn Thackeray

43 Oak St Franklin NH
603-273-8127
lildawn93@hotmail.com

CRSW in training under MLADC Supervision

9-13-20 to Present

Keene Rec. Center

Working as a recovery coach
Jessica White

603- 762-3354

7-20-18 To 10-18-18
Ankerage Inn
603-524-3248
Tilton NH

11-6-2015 to 7-13-18
Easter Seals/ Webster Place/ Ray House
Franklin NH
603-263-9359
Working as a R I

7-2012 to 10-2015
Taylor Community
Laconia NH
603-366-1233
worked as a L.N.A/Unit Aide

8-2011 to 9-2012
Golden View Health Care
Merideth NH
603-279-8111
Worked as a L.N.A.

5-2011 to 8-2011
Intrim Health Care
Laconia NH
603-524-7212

Worked as a L.N.A.

4-2009 to 4-2011
Grace Morgan House
Methuen Mass.
978-687-4293
Worked as a C.N.A.

6-2004 to 4-2011
Assisted Living Center
Salisbury Mass.
978-463-9809
Worked as a C.N.A.

9-2003 to 9-2007
Link House/ Maris Center
Salisbury Mass.
978-462-0787
Worked as a over night Attendant

8-2000 to 6-2003
L.C.H.C.A.T.S. Detox Center
Tewksbury Mass.
978-858-0536
Worked as a attendant in a coed detox

1-2000 to 4-2000
Middlesex Shelter
Lowell Mass.
978-459-9888
Worked as a overnight attendant

4-1999 to 12-99
Gensis Counsling Center
Laconia NH
603-524-2554
Worked as a overnight Aide
in a crisis shelter & group home

11-99 to 2-2000 & 6-97 to 9-98
Glennis Sheenhan House

Womens Recovery House
Tewskbury Mass
978-640-0840
worked overnight as a attendant

6-97 to 9-98
Groom & Flore Transportation
Billerica Mass.
978-667-1114
603-263-9359
Working as a R I

Ex. Director
Clinical Dir/MLADC

[redacted]

Sara J. Lutat

Dedicated and caring Master Social Worker/special educator, specializing in transition (trauma informed)

EXPERIENCE

Dismas Home of New Hampshire, Manchester, NH, Executor Director (May 2016 to present)

- Regularly reports to the Executive Committees of the Board of Directors, as well as the Chairman of the Board
- Fiscal management by operating within approved budget, maximizing resource utilization and maintaining a positive financial position for the organization
- Assisting with fundraising, as well as developing funding streams, necessary to support DHNH via grants, request for proposals for state and federal governments, and private donors
- Collaborates with Board of Directors Executive Committee to develop and maintain strategic plan for DHNH
- Successful development and implementation of programs and activities identified within the strategic plan of DHNH
- Development of operational policies/protocols for day-to-day operations, residents, personnel and volunteers
- Insure community and government awareness of policies/regulations/laws through extensive communications
- Assisting established Evaluation team with developing objectives and measures to monitor key performance indicators to assess how the objectives are being achieved, collecting relevant data to support evaluation, and regularly and carrying out evaluations of the organization and residents in order to collect feedback and make adjustments as needed and necessary to meet the mission of DHNH
- Act as a spokesman for DHNH
- Administers and provides evidence based clinical services being provided to the resident for their substance Use and co-occurring disorders, and trauma in one hour weekly sessions (or as needed) with residents
- Oversees the day- to -day operations, staff, interns and volunteers, of DHNH using effective administration and supervision best practices
- Ensures government and grant funding are properly accounted for and maintained
- Responsible for recruitment, employment and personnel management of all personnel both paid and volunteer
- Develop and maintain strong ties within local community and develop evidence based best practices

YWCA of New Hampshire, Crisis Center, Manchester, NH, MSW Internship (August 2015 to present)

Cynthia Day Family Center, Keystone Hall, Nashua, NH, MSW Internship (August 2014 to May, 2015)

- Provide clinical support by facilitating groups and by providing individual support to clients who are at various stages of recovery process in a substance abuse, residential treatment facility for women and their children
- Researching updating, and creating approved, evidence-based, curriculums for recovery/relapse prevention for psycho-educational groups that support recovery
- Provide individual, clinical support to clients in the community and assist clients with identifying, accessing and connecting to daily living resources upon successful completion of program at Keystone Hall

- Provide case management support when needed to Case Managers of Keystone Hall.
- Experienced with using the NH WITs system in creating profiles, treatment plans and logging encounter/progress notes with client
- Co-facilitated and provided clinical support for Men's Relapse and Prevention group for men who are in various stages of change and acknowledgement of their abuse, addiction, or recovery

Regional Services and Education Center/The RSEC Academy, Amherst, NH (September 2005 to June 2016)

- *Transitional Coordinator* for The RSEC Academy, middle school up to high school and beyond
  - Post-secondary transition liaison for students and parents
  - Focus on student mentoring and developing student potential and leadership
  - Developed and designed curriculum for post-secondary, transitional skills program aligned with national standards and Common Core
  - Coordinated and facilitate PATH (Pulling Altogether to Help) teams for at-risk high school students
  - Developed and facilitate Extended Learning Opportunities and Job Shadows for career exploration
  - Assist students with career, college, and job/vocational training explorations and participation
  - Coordinate vocational training opportunities and off site placement in other educational settings

- *Case Manager* for The RSEC Academy, middle school up to high school
  - Case manager with IEP development and facilitation
  - Experience with wide variety of students with diagnosed learning disabilities
  - Skilled in writing, data assessment and interpersonal communication

- *General Special Educator Pre-K – 21 years*
  - Licensed NH educator, Pre-K – 8; General Special Educator Pre-K – 21 years
  - Certified as a Project Adventure experiential educator/facilitator

EDUCATION

University of New Hampshire @ Manchester, NH
Master of Social Work (MSW) May, 2016

Notre Dame College, Manchester, NH
Bachelor of Arts in Elementary Education (K-8)
Cum Laude, Member of Alpha Sigma Lambda Honor Society

Becker Junior College, Worcester, MA
Associates in Legal Secretarial Science/Paralegal
Member of Phi Theta Kappa Honor Society

Dismas Home New Hampshire
Executive Director/Clinical Director
Job Description

Summary: Reporting to the Board of Directors, the Executive Director (ED) has overall strategic and operational responsibility for DHNH staff and programming, overseeing and providing substance use disorder services under an ASAM Level 3.1. facility related to services, programs, expansion, and execution of its mission.

Responsibilities

Clinical/Counseling for Substance Use Disorders/Co-occurring Mental Health Disorders:

- Provide clinical support by facilitating groups and by providing individual counseling to residents (minimum of 1 hour each week) in recovery to meet ASAM 3.1 Level of Care, Low-Intensity Residential Alcohol and Drug Treatment/Re-entry Program for previously incarcerated women diagnosed with substance use disorders and co-occurring mental illnesses as they re-enter the community.
- Research, update and create evidence-based practices, curriculums for psycho-educational groups to support recovery and clinical practice.
- Oversee case management practices by DHNH case managers and CRSWs
- Meet the minimum required weekly hourly supervision (100 hours) by the state of New Hampshire for Licensed Independent Social Worker by licensed/credentialed supervisor, LiCSW, anticipated completion April, 2019.
- Complete, review cases/notes, and hours to be billed to Medicaid for 90-Day Low, Intensity residential treatment and clinical hours per each resident.
- Maintain accurate, complete and timely clinical records on each resident of DHNH in order meet the licensure requirements of NH Department of Health and Human Services, and Insurers.
- Maintain and enter accurate case notes and SUD information about residents in NH WITS, data collection to meet the contract requirements of BDAS
- Oversee the BDAS contract expectations, standards, and quality assurance3

Leadership & Management:

- Ensure ongoing programmatic excellence, rigorous program evaluation, and consistent quality of finance and administration, fundraising, communications, and systems; recommend timelines and resources needed to achieve the strategic goals.
- Implement and oversee the DHNH Volunteer Program and other evidence-based practices adopted by the program.
- Engage board members, alumni, partnering organizations, and funders.

- Develop, maintain, and support a strong Board of Directors; serve as ex-officio of each committee; seek and build board involvement with strategic direction for day to day operations.
- Lead, coach, develop, and retain DHNH's staffing team.
- Ensure effective systems to track progress, and regularly evaluate program components, in efforts to measure successes that can be effectively communicated to the board, funders, and other constituents.

Fundraising & Communications:

- Implement and oversee revenue generating and fundraising activities to support existing program operations and expansion efforts.
- Deepen and refine all aspects of communications—from web presence to external relations with the goal of expanding DHNH and establishing credibility as a reentry and substance abuse provider of choice.
- Leverage relationships and community partnerships to garner new opportunities.

Planning:

- Assist with design and complete the strategic business planning process for program expansion.
- Build community partnerships, establishing relationships with the funders, and political and community leaders.
- Be an external presence that publishes and communicates program results with an emphasis on the successes of DHNH as a model for regional and national replication.

Qualifications

The ED will be thoroughly committed to DHNH's mission. Proven leadership, coaching, and relationship management experience.

Specific requirements include:

- Advanced degree, ideally an MSW, with at least 2 years of senior management experience
- Unwavering commitment to quality programs and data-driven program evaluation
- Extensive experience in Nonprofit Management with the ability to coach staff, manage, and develop high-performance teams, set and achieve strategic objectives, and manage a budget
- Past success working with a Board of Directors with the ability to cultivate existing board member relationships
- Strong marketing, public relations, and fundraising experience with the ability to engage a wide range of stakeholders and cultures
- Strong written and verbal communication skills; a persuasive and passionate communicator with excellent interpersonal and multidisciplinary project skills

- Action-oriented, adaptable, and innovative approach to nonprofit strategic planning
- Ability to work effectively in collaboration with diverse groups of people
- Passion, idealism, integrity, positive attitude, mission-driven, and self-directed
- Master Licensed Alcohol and Drug Counselor(MLADC) NH License #1000

Sara J. Lutat, MSW/MLADC/ED — Date: 7-01-18

Witness — Date: 7/01/18

DISMAS

Key Personnel (15 months of Contract)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sara Lutat	Executive Director F/T	$ 91,000.00	30%	$ 27,300.00
Jessica Mckenzie	Program Coordinator P/T	$ 40,950.00	30%	$ 12,285.00
Donna Bryant	Program Assistant Non-CRSW P/T	$ 9,360.00	30%	$ 2,808.00
Colleen Hayward	Program Assistant CRSW under supervision P/T	$ 18,720.00	30%	$ 5,616.00
Karin Powers	Program Assistant/CRSW under supervision	$ 32,760.00	30%	$ 9,828.00
Dawn Thackeray	Program Assistant/CRSW under supervision	$ 18,720.00	30%	$ 5,616.00
Eleanor Therrien	Program Assistant/CRSW Under supervision	$ 14,040.00	30%	$ 4,212.00
Maria Torsey	Program Assistant/CRSW Under supervision	$ 18,720.00	30%	$ 5,616.00
TOTALS		$244,270.00	30%	$ 73,281.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 14, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to eight (8) of the thirteen (13) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by $3,362,900 from $4,915,198 to an amount not to exceed $8,278,098 with no change in the completion date of June 30, 2019, effective upon the date of Governor and Executive Council approval. 69.35% Federal, 13.50% General, and 17.15% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	**$240,000**	**$3,400**	**$243,400**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
FIT/NHNH, Inc.	$854,031	$0.00	$854,031	O: 07/27/18 Item #7 A: 11/14/18 Item #14
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0.00	$247,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	**$624,599**	**$890,300**	**$1,514,899**	**O: 07/27/18 Item #7**
Headrest	**$147,999**	**$80,600**	**$228,599**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Manchester Alcoholism Rehabilitation Center	**$1,118,371**	**$1,091,800**	**$2,210,171**	**O:06/20/18 Late Item G A: 07/27/18 Item**

				#7
Hope on Haven Hill	**$278,641**	**$218,400**	**$497,041**	**O: 07/27/18 Item #7**
North Country Health Consortium	**$287,406**	**$114,200**	**$401,606**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Phoenix Houses of New England, Inc.	**$232,921**	**$584,600**	**$817,521**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Seacoast Youth Services	$73,200	$0.00	$73,200	O:06/20/18 Late Item G A: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	**$589,540**	**$379,600**	**$969,140**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
The Community Council of Nashua, N.H.	$162,000	$0.00	$162,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
West Central Services, Inc.	$59,490	$0.00	$59,490	O:06/20/18 Late Item G A: 07/27/18 Item #7
Total	**$4,915,198**	**$3,362,900**	**$8,278,098**	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is **sole source** because the increase to the price limitation for eight (8) vendor exceeds ten (10) percent of the total contract value.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet

major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow the above eight (8) vendors listed above in bold to continue and potentially expand access to residential treatment services provided to Medicaid-covered individuals with opioid use disorder (OUD). Funds in this amendment will be used to cover $100 of room and board payments for Medicaid beneficiaries with OUD in low and high intensity residential treatment services. These funds will support existing residential programs to continue serving the Medicaid population, which has been cited as a challenge by treatment providers as a result of differing rates of reimbursement between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. The eight (8) vendors above will use these funds to ensure that individuals with OUD receiving high or low intensity residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Additionally, the Department will continue to monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. Contractor financial health is also being monitored monthly.

Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,759	$0	$194,759
Sub-total			$194,759	$0	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$188,372	$0	$188,372
Sub-total			$188,372	$0	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$84,035	$0	$84,035
Sub-total			$84,035	$0	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$1,419,560	$0	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$451,016	$0	$451,016
Sub-total			$451,016	$0	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$436,227	$0	$436,227
Sub-total			$436,227	$0	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,606	$0	$194,606
Sub-total			$194,606	$0	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$3,287,382	$0	$3,287,382

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$3,400	$3,400
Sub-total			$0	$3,400	$3,400

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

2019	102-500734	Contracts for Prog Svc	$0	$1,091,800	$1,091,800
Sub-total			$0	$1,091,800	$1,091,800

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$208,256	$0	$208,256
Sub-total			$208,256	$0	$208,256

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$890,300	$890,300
Sub-total			$0	$890,300	$890,300

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$80,600	$80,600
Sub-total			$0	$80,600	$80,600

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$218,400	$218,400
Sub-total			$0	$218,400	$218,400

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$114,200	$114,200
Sub-total			$0	$114,200	$114,200

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$584,600	$584,600
Sub-total			$0	$584,600	$584,600

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Southeastern NH Alcohol and Drug Services — Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$379,600	$379,600
Sub-total			$0	$379,600	$379,600

West Central Services — Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0
Total SOR Grant			$208,256	$3,362,900	$3,571,156
Grand Total All			$4,915,198	$3,362,900	$8,278,098

Grand Total by Vendor

PO	Vendors		Current Price Limitation	Increase/Decrease	New Price Limitation
0	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-B001	$162,000	$0	$162,000
0	Dismas Home of NH	Vendor Code:TBD	$240,000	$3,400	$243,400
0	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum	Vendor Code: 177204-B005	$1,118,371	$1,091,800	$2,210,171
0	FIT/NHNH	Vendor Code: 157730-B001	$854,031	$0	$854,031
0	Grafton County	Vendor Code: 177397-B003	$247,000	$0	$247,000
0	Greater Nashua Council on Alcoholism	Vendor Code: 166574-B001	$624,599	$890,300	$1,514,899
0	Headrest, Inc	Vendor Code: 175226-B001	$147,999	$80,600	$228,599
	Hope on Haven Hill	Vendor Code: 275119-B001	$278,641	$218,400	$497,041
0	North Country Health Consortium	Vendor Code: 158557-B001	$287,406	$114,200	$401,606
0	Phoenix Houses of New England, Inc.	Vendor Code: 177589-B001	$232,921	$584,600	$817,521
0	Seacoast Youth Services	Vendor Code: 203944-B001	$73,200	$0	$73,200
0	Southeastern NH Alcohol and Drug Services	Vendor Code 155292-B001	$589,540	$379,600	$969,140
0	West Central Services	Vendor Code: 177654-B001	$59,490	$0	$59,490
	Total		$4,915,198	$3,362,900	$8,278,098

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dismas Home of New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 102 Fourth Street, Manchester NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7),the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $243,400.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

6. Delete Exhibit B-1, Service Fee Table and replace with Exhibit B-1, Amendment #2, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

11/19/18
Date

Katja S. Fox
Director

Dismas Home of New Hampshire, Inc.,

11.16.18
Date

Name: SARA J. LUTAT
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 11-16-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Donna L. St. Cyr
Signature of Notary Public or Justice of the Peace

Donna L. St. Cyr
Name and Title of Notary or Justice of the Peace
DONNA L. ST. CYR, Notary Public
State of New Hampshire
My Commission Expires April 20, 2021

My Commission Expires:

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/20/19
Date

Name: Megan A. Yakes
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Hub;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Regional Hub to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Hub services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and

Recovery Support Services. All attempts at contact must be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the

client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.1), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs)

available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the contractor must coordinate client data and services with the Regional Hub(s) to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The contractor must coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the local

Regional Hub including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Hub(s).

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-

term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients receiving room and board payments for residential level of care 3.1 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential level of care 3.1 who will be covered by room and

board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:

   2.1. New Hampshire General Funds;

   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;

   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and

   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services

   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:

      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid

      3.1.2. Services covered by Medicare for clients who are eligible for Medicare

      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.

   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

   3.3. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the

amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 8 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay

their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Transitional Living (See Section 6 below) and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.1.

6.1. The Contractor shall invoice the Department for Room and Board payments, up to $100/day for Medicaid clients with OUD in residential level of care 3.1

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover;

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3

6.2.5. Amount being billed to the Department for the service

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses

incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare,

and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

10.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

11. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

12. Funds in this contract may not be used to replace funding for a program already funded from another source.

13. The Contractor will keep detailed records of their activities related to Department funded programs and services.

14. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

15. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

16.2.1. Make cash payments to intended recipients of substance abuse services.

16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human

Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1	Clinical Evaluation	$275.00	Per evaluation
1.2	Transitional Living for room and board only	$75.00	Per day
1.3	Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
1.4	Low-intensity Residential – Enhanced room and board for Medicaid clients with OUD	$100.00	Per Day

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services	RFA-2019-BDAS-01-SUBST
RFA Name	RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakley, Prog Specialist IV, Child Bhvl Health
4. Paul Klemen, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Srv Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope On Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Cs/Famum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 178226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,384	$0	$103,384
Sub-total			$103,384	$0	$103,384

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,833	$1,081,849	$3,287,382
Grand Total All			$3,157,927	$1,549,015	$4,706,942

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Dismas Home of New Hampshire, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 102 Fourth Street, Manchester NH 03102

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

   10. Contract Compliance Audits

   10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty

(30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 10, in its entirety.

The rest of this page left intentionally blank.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

Katja S. Fox
Director

Dismas Home of New Hampshire, Inc.

6/28/18
Date

Name: Paul A. Young
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on 6.28.18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Angela Carter
Name and Title of Notary or Justice of the Peace

My Commission Expires: ANGELA M. CARTER
Notary Public - New Hampshire
My Commission Expires October 21, 2020

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/3/18
Date

Name: Rebecca W Ross
Title: Sr. Assist. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc..	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services	RFA-2019-BDAS-01-SUBST
RFA Name	RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Bjaley, Prog Specialist IV, Child Bhvl Health
4. Paul Klemm, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, SIM Policy Analyst, Substac Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	338	Capital
5. FITHHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headroot	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Stratford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	381	Monadnock
15. Seacoast Youth Services	440	216	Seacoast
16. Seacoast Youth Services	440	215	Stratford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	220	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	270	Stratford
19. West Central Services, Inc.	440	331	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

SouthWestern NH Alcohol and Drug Services Vendor Code 155293-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177854-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,394

05-95-92-920910-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154113-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH
Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headroot, Inc Vendor Code: 176226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,384		$103,384
Sub-total			$103,384	$0	$103,384

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177689-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 162292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177684-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548		$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,203,833	$0	$2,203,833
Grand Total All			$3,157,927	$0	$3,157,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-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 Dismas Home of New Hampshire, Inc.		1.4 Contractor Address 102 Fourth Street Manchester NH 03102	
1.5 Contractor Phone Number 603-782-3004	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $240,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Paul A. Young, President	

1.13 Acknowledgement: State of NH, County of Merrimack

On 6/4/18, 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] Kelly M Hay

KELLY M. HAYWARD, Notary Public
State of New Hampshire
My Commission Expires August 24, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

Kelly M. Hayward, Admin. Asst. II

1.14 State Agency Signature Date: 6/7/18	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:	On: Megan A. Yusko-Attorney 6/8/18
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 _____
Date 6.4.18

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 _____
Date 6.4.18

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 _____

Date 6.4.18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a

Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below.

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web

Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not

share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; if a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate

withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients

functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.1), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have

achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5

days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt

service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely

litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3.	Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
9.2.6.4.	Increase in/no change in number of individuals that have stable housing at last service compared to first service
9.2.6.5.	Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.

Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   - 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   - 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   - 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   - 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   - 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   - 4.6. The Contractor shall:
     - 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
     - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
     - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   - 4.7. The Contractor shall post the following documents in a public area:
     - 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
     - 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   - 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   - 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   - 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   - 4.11. The Contractor shall:
     - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
     - 4.11.2. Submit additional information if required by the department; and
     - 4.11.3. Report the event to other agencies as required by law.
   - 4.12. The Contractor shall implement policies and procedures for reporting:
     - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
     - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.

Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.

Contractor Initials: _____
Date: _____



7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

Contactor Initials: [illegible]
Date: 6.4.18



7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and

10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.

10.5. Treatment plan updates shall include:

10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.
    11.1. A client shall be discharged from a program for the following reasons:
        11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
        11.1.2. Program termination, including:
            11.1.2.1. Administrative discharge;
            11.1.2.2. Non-compliance with the program;
            11.1.2.3. The client left the program before completion against advice of treatment staff; and
        11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
    11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
        11.2.1. The dates of admission and discharge or transfer;
        11.2.2. The client's psychosocial substance abuse history and legal history;
        11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
        11.2.4. The reason for discharge or transfer;
        11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
        11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
        11.2.7. A continuing care plan, including all ASAM domains;
        11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
        11.2.9. The dated signature of the counselor completing the summary.
    11.3. The discharge summary shall be completed:
        11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
        11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
    11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
        11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
        11.4.2. Update the client assessment and treatment plan.
    11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
        11.5.1. The discharge summary;
        11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
        11.5.3. A diagnostic assessment statement and other assessment information, including:
            11.5.3.1. TB test results;
            11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name; strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:
19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and

Contractor Initials: [signature]
Date: 4.4.18



Exhibit A-1 Operational Requirements

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
- 20.2.2. List the clinical or management reasons for termination; and
- 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.

20.3. A Contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
- 20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.
- 21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
  - 21.1.1. The right to a safe, sanitary and humane living environment;
  - 21.1.2. The right to privately communicate with others, including:
    - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
    - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
    - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
  - 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
  - 21.1.4. The right to privacy, including the following:
    - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
    - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
    - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
  - 21.1.5. The right to individual choice, including the following:
    - 21.1.5.1. The right to keep and wear their own clothes;
    - 21.1.5.2. The right to space for personal possessions;
    - 21.1.5.3. The right to keep and to read materials of their own choosing;
    - 21.1.5.4. The right to keep and spend their own money; and
    - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
      - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
      - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
  - 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

Contactor Initials:
Date: 6.6.18



22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 8 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Transitional Living (See Section 6 below) and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment

6.1. The Contractor may charge the client fees for room and board, in addition to:

6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

6.1.2. The charges to the Department

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

9.1.5. Submit separate batches for each billing month.

9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funds in this contract may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep detailed records of their activities related to Department funded programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 98, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Transitional Living for room and board only	$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day

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 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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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: Dismas Home of New Hampshire

6/4/18
Date

Name: Paul A. Young
Title: President

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: Drama House of New Hampshire

6/4/18
Date

Name: PAUL A. Young
Title: President

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 (l)(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: Disnas Hotels of New Hampshire

6/4/18
Date

Name: PAUL A. YOUNG
Title: President

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: Dismas Home of New Hampshire

6/4/18
Date

Name: Paul A. Young
Title: President

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: DISMAS Home of New Hampshire

6/4/18
Date

Name: PAUL A. Young
Title: President

HEALTH INSURANCE PORTABILITY 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	Dismas Home of New Hampshire
The State	Name of the Contractor
Katja S Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Paul A. Young
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
6/7/18	6/4/18
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: Disnas Home of New Hampshire

6/4/18
Date

Name:
Title:

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: _____

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?

   _X_ 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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNH, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market Street Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) and amended on December 5, 2018 (#23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,071,182.

3. Delete Exhibit A, Amendment #1, Scope of Service in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.

4. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Katja S. Fox
Director

FIT/NHNH, Inc

June 5, 2019
Date

Name: Maureen Beauregard
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on June 5, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin. Asst., Notary Public

Name and Title of Notary or Justice of the Peace

My Commission Expires: RUTH A. SYREK, Notary Public
My Commission Expires September 5, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum

length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule

Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission **or** Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the

Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent,

if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus

resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at

http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification

as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct

contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for

the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Transitional Living, See Section 7 below and

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Transitional Living for Medicaid clients with Opioid Use Disorder (OUD).

6.1. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.2. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

10.1.2. 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Additional Billing Information: Child Care

11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

11.1.2. At the actual cost to purchase childcare from a licensed child care provider.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

11.4. The Contractor shall seek reimbursement according to Exhibit

11.5. B-1 Service Fee Table.

11.6. 6.3.3. The Contractor shall maintain documentation of the following:

11.7. 6.3.3.1. WITS Client ID #;

11.8. 6.3.3.2. Date of Service;

11.9. 6.3.3.3. Description of service;

11.10. 6.3.3.4. Associated Medicaid Code;

11.11. 6.3.3.5. Charge for the service;

11.12. 6.3.3.6. Client cost share for the service; and

11.13. 6.3.3.7. Amount being billed to the Department for the

11.14. service.

11.15. 6.4. The Contractor will submit an invoice by the twentieth (20th) day of each

11.16. month, which identifies and requests reimbursement for authorized

11.17. expenses incurred for medication assisted treatment in the prior month.

11.18. The State shall make payment to the Contractor within thirty (30) days

11.19. of receipt of each invoice for Contractor services provided pursuant to

11.20. this Agreement. Invoices must be submitted utilizing the WITS system.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the

contractor shall work with the Department to develop an alternative process for submitting invoices.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.

15. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

17. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

18. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

    19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

    19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

        19.2.1. Make cash payments to intended recipients of substance abuse services.

        19.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

        19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

        19.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

    19.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65

and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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 FIT/NHNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **207982**
Certificate Number: **0004506562**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Charla Stevens, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of FIT/NHNH, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on June 5, 2019:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 5 day of June, 2019.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5 day of June, 2019,

By Charla Stevens.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LORI K. SULLIVAN, Notary Public
My Commission Expires March 13, 2020

Commission Expires: _____

FAMIINT-01 DBEAUDOIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/23/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Granite State Health Care & Human Services Self Insured Group	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

FIT/NHNH, Inc.
122 Market St
Manchester, NH 03101

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			PHPK1923495	1/1/2019	1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK1923501	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			PHUB659752	1/1/2019	1/1/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20190000102	2/1/2019	2/1/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab			PHPK1923495	1/1/2019	1/1/2020	See Below	
B	Worker's Compensatio			HCHS20190000102	2/1/2019	2/1/2020	Excess	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability $1,000,000 Each Incident/$3,000,000 Aggregate

Professional Liability $1,000,000 Each Incident/$3,000,000 Aggregate.

CERTIFICATE HOLDER

State of NH, DHHS
129 Pleasant Street
Concord, NH 03301

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

Donna P. Beaudoin

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Families
in Transition
Providing a Home Building Hope

New Horizons
FOR NEW HAMPSHIRE, INC.
SOUP KITCHEN • FOOD PANTRY • HOMELESS SHELTERS

Our Mission

The mission of FIT/NHNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.

BerryDunn

[redacted]

Families in Transition
Providing a Home, Building Hope

New Horizons
FOR NEW HAMPSHIRE, INC.
SOUP KITCHEN • FOOD PANTRY • SHELTERS

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2018
(With Comparative Totals for 2017)

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
FIT/NHNH, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNH, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2018 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2018, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2017 consolidated financial statements and, in our report dated March 30, 2018, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2018, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2018 the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 18, 2019

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2018
(With Comparative Totals for December 31, 2017)

	2018	2017
ASSETS		
Current assets		
Cash and cash equivalents	$ 1,598,033	$ 1,062,497
Funds held as fiscal agent	-	96,383
Accounts receivable	52,211	38,380
Grants and contributions receivable	786,343	451,664
Prepaid expenses	80,007	33,229
Due from related parties	35,613	-
Other current assets	48,110	43,097
Total current assets	2,600,317	1,725,250
Replacement reserves	336,578	292,264
Reserve cash designated for properties	718,154	722,130
Investments	1,336,584	-
Investment in related entity	1,000	1,000
Asset held for sale	429,779	-
Property and equipment, net	28,530,819	26,210,337
Development in process	3,605,450	2,090,031
Other assets, net	198,473	50,000
Total assets	$ 37,757,154	$ 31,091,012
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	$ 1,116,180	$ 216,147
Accounts payable	249,907	220,828
Accrued expenses	348,095	217,676
Funds held as fiscal agent	-	96,383
Due to related entity	35,613	-
Line of credit	145,000	-
Other current liabilities	82,475	49,504
Total current liabilities	1,977,270	800,538
Long-term debt, less current portion, net of unamortized deferred costs	13,604,017	11,264,521
Total liabilities	15,581,287	12,065,059
Net assets		
Without donor restrictions - controlling interest	17,744,537	14,563,053
Without donor restrictions - noncontrolling interest	3,243,694	3,565,478
Total without donor restrictions	20,988,231	18,128,531
With donor restrictions	1,187,636	897,422
Total net assets	22,175,867	19,025,953
Total liabilities and net assets	$ 37,757,154	$ 31,091,012

The accompanying notes are an integral part of these consolidated financial statements.

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2018
(With Comparative Totals for the Year Ended December 31, 2017)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions – Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2018	Total 2017
Revenue and support						
Federal, state and other grant support	$ 4,601,300	$ -	$ 4,601,300	$ 513,854	$ 5,115,154	$ 3,212,747
Rental income, net of vacancies	2,021,465	-	2,021,465	-	2,021,465	1,841,064
Thrift store sales	616,565	-	616,565	-	616,565	685,756
Public support	855,830	-	855,830	-	855,830	439,127
Tax credit revenue	60,000	-	60,000	-	60,000	60,000
Special events	526,910	-	526,910	-	526,910	197,191
Developer fees	68,463	-	68,463	-	68,463	-
VISTA program revenue	93,734	-	93,734	-	93,734	125,742
Unrealized (loss) gain on investments	(168,848)	-	(168,848)	-	(168,848)	1,270
(Loss) gain on disposal of assets	(10,115)	-	(10,115)	-	(10,115)	5,133
Interest income	38,634	-	38,634	-	38,634	31,519
In-kind donations	14,429	-	14,429	-	14,429	61,548
Investment income	99,783	-	99,783	-	99,783	-
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	521,957	-	521,957	-	521,957	411,535
Other income	279,420	-	279,420	-	279,420	91,958
Net assets released from restrictions	292,925	-	292,925	(292,925)	-	-
Total revenue and support	10,043,719	-	10,043,719	220,929	10,264,648	7,315,857
Expenses						
Program activities						
Housing	8,390,926	-	8,390,926	-	8,390,926	6,299,553
Thrift store	686,374	-	686,374	-	686,374	681,291
Total program activities	9,077,300	-	9,077,300	-	9,077,300	6,980,844
Fundraising	1,131,941	-	1,131,941	-	1,131,941	418,486
Management and general	897,234	-	897,234	-	897,234	539,803
Total expenses	11,106,475	-	11,106,475	-	11,106,475	7,939,133
(Deficiency) excess of revenue and support over expenses	(1,062,756)	-	(1,062,756)	220,929	(841,827)	(623,276)
Grants and contributions for capital projects	270,857	-	270,857	289,933	560,790	1,538,770
Net assets released for capital projects	359,812	-	359,812	(359,812)	-	-
Effect of consolidation of affiliate	3,291,787	-	3,291,787	139,164	3,430,951	-
Change in net assets	2,859,700	-	2,859,700	290,214	3,149,914	915,494
Change in net assets attributable to noncontrolling interest in subsidiaries	321,784	(321,784)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest	3,181,484	(321,784)	2,859,700	290,214	3,149,914	915,494
Net assets, beginning of year	14,563,053	3,565,478	18,128,531	897,422	19,025,953	18,110,459
Net assets, end of year	$ 17,744,537	$ 3,243,694	$ 20,988,231	$ 1,187,636	$ 22,175,867	$ 19,025,953

The accompanying notes are an integral part of these consolidated financial statements.

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2018
(With Comparative Totals for the Year Ended December 31, 2017)

	Program Activities					
	Housing	Thrift Store	Fundraising	Management and General	2018 Total	2017 Total
Salaries and benefits						
Salaries and wages	$ 3,492,775	$ 316,195	$ 518,402	$ 355,442	**$ 4,682,814**	$ 3,168,366
Employee benefits	400,781	24,951	54,002	37,770	**517,504**	349,575
Payroll taxes	262,810	24,440	39,746	26,593	**353,589**	234,204
Total salaries and benefits	4,156,366	365,586	612,150	419,805	**5,553,907**	3,752,145
Other expenses						
Advertising	15,018	25,068	-	18,946	**59,032**	36,236
Application and permit fees	1,620	-	-	-	**1,620**	2,015
Bad debts	28,100	-	-	-	**28,100**	26,124
Bank charges	573	8,847	-	11,445	**20,865**	17,875
Consultants	19,504	2,847	4,647	2,483	**29,481**	78,138
Depreciation	933,878	11,093	115,347	51,612	**1,111,930**	1,003,294
Events	3,550	2,814	160,685	-	**167,049**	61,181
General insurance	124,791	3,523	14,318	13,248	**155,880**	153,904
Grant expense	59,149	-	-	-	**59,149**	-
Interest expense	228,999	714	-	-	**229,713**	188,473
Management fees	6,622	-	-	-	**6,622**	6,487
Meals and entertainment	4,740	179	656	547	**6,122**	5,181
Membership dues	10,790	-	1,741	3,458	**15,989**	10,022
Merger expenses	-	-	-	137,747	**137,747**	1,000
Office supplies	282,398	6,460	43,158	38,139	**370,155**	134,490
Participant expenses	116,915	45	379	379	**117,718**	99,219
Postage	7,324	9	4,274	1,758	**13,365**	7,804
Printing	16,755	2,745	19,129	2,088	**40,717**	24,577
Professional fees	53,906	3,500	-	112,417	**169,823**	182,974
Related entity expense	(159,398)	159,398	-	-	**-**	-
Rental subsidies	332,270	-	-	-	**332,270**	298,272
Repairs and maintenance	370,123	34,325	42,145	16,169	**462,762**	409,132
Shelter expense	166,891	-	-	-	**166,891**	-
Staff development	31,588	98	4,008	3,340	**39,034**	23,136
Taxes	313,613	2,307	-	-	**315,920**	328,184
Technology support	190,132	2,231	28,782	23,666	**244,811**	65,457
Telephone	88,992	5,056	10,095	8,778	**112,921**	90,917
Travel	40,914	3,845	5,191	4,222	**54,172**	44,486
Utilities	512,260	31,461	52,007	17,767	**613,495**	444,062
VISTA program	320,859	-	-	-	**320,859**	359,804
Workers' compensation	111,684	14,223	13,229	9,220	**148,356**	84,544
Total expenses	$ 8,390,926	$ 686,374	$ 1,131,941	$ 897,234	**$11,106,475**	$ 7,939,133

The accompanying notes are an integral part of these consolidated financial statements.

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2018
(With Comparative Totals for the Year Ended December 31, 2017)

	2018	2017
Cash flows from operating activities		
Change in net assets	$ 3,149,914	$ 915,494
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,125,127	1,016,491
Grants and contributions for capital projects	(560,790)	(1,538,770)
Effect of consolidation of affiliate, net of cash held by consolidated affiliate of $326,551	(3,104,400)	-
Forgiveness of debt	(131,267)	(131,267)
Unrealized loss (gain) on investments	168,848	(1,270)
Loss (gain) on disposal of assets	10,115	(5,133)
Decrease (increase) in:		
Accounts receivable	42,130	(16,731)
Grants and contributions receivable	(334,679)	(128,248)
Prepaid expenses	(39,301)	2,609
Other assets	(119,810)	(302)
Increase (decrease) in:		
Accounts payable	(21,258)	51,841
Accrued expenses	84,806	9,744
Due to related party	35,613	-
Other current liabilities	32,971	1,398
Net cash provided by operating activities	338,019	175,856
Cash flows from investing activities		
Repayments of advances to related parties	(35,613)	8,208
Net (deposits to) withdrawals from reserve accounts	(40,338)	57,348
Proceeds from sale of investments	275,024	4,264
Investment in development in process	(1,515,419)	(1,931,040)
Proceeds from disposal of assets	-	5,133
Acquisition of property and equipment	(2,476,109)	(162,691)
Net cash used by investing activities	(3,792,455)	(2,018,778)
Cash flows from financing activities		
Grants and contributions for capital projects	560,790	1,538,770
Net borrowings from line of credit	145,000	-
Proceeds from long-term borrowings	3,507,201	772,009
Payments on long-term debt	(223,019)	(203,120)
Net cash provided by financing activities	3,989,972	2,107,659
Net increase in cash and cash equivalents	535,536	264,737
Cash and cash equivalents, beginning of year	1,062,497	797,760
Cash and cash equivalents, end of year	$ 1,598,033	$ 1,062,497
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings from seller	$ -	$ 60,615
Property and equipment transferred from development in process	$ 2,222,138	$ -

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Street, Lowell Street, Belmont Street, Market Street (Millyard I and Millyard II), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as an additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), and Lehner Street in Wolfeboro, New Hampshire (Hope House).

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. At December 31, 2018, Outfitters operated an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization. During 2018, management made the decision to close the Concord, New Hampshire thrift store location.

The Organization has several wholly-owned corporations which include Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Bicentennial Families is a general partner of Bicentennial, Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy".

Effective January 1, 2018, FIT and New Horizons for New Hampshire, Inc. (NHNH) merged to create an integrated system of care that will provide an increased supply of affordable housing for those most in need, sustain positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identify areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care that will prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. The merger resulted in a contribution of net assets of $3,430,951 as follows:

Cash and cash equivalents	$ 326,551
Other current assets	63,438
Cash surrender value of life insurance	33,676
Investments	1,780,456
Property and equipment, net	1,396,197
Accounts payable and accrued payroll	(95,950)
Notes payable	(73,417)
Fair value of net assets acquired	$ 3,430,951

The merger resulted in a contribution because the fair value of the identifiable assets exceeds the fair value of the liabilities assumed and no consideration was transferred from NHNH.

On May 25, 2018, the Organization organized Wilson Street Condominium Association (the Association) and is the majority owner in the Association. The Association was established for the purpose of maintaining and preserving a five unit premise located on Wilson Street in Manchester, New Hampshire.

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, the financial statements of each of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH, Outfitters, the Association, and NHCEH. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2017 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its consolidated financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than $1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2018 and 2017 is approximately $780,000 and $1,060,000, respectively.

Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses that allocated include salaries and benefits, depreciation, amortization, office and other expenses, which are allocated based on estimated utilization of support services by functional cost centers.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2018 and 2017, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes, however, the Internal Revenue Service is prepared to regard any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

Recently Issued Accounting Pronouncement

In August 2016, Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (*Topic 958*)*, which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for the Organization for the year ended December 31, 2018.

2. Availability and Liquidity of Financial Assets

As of December 31, 2018, the Organization has working capital of $1,108,040 and average days (based on normal expenditures) cash on hand of 54.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on mortgage notes payable, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	2018	2017
Financial assets:		
Cash and cash equivalents	$ 1,598,033	$ 1,062,497
Accounts receivable	52,211	38,380
Grants and contributions receivable	786,343	451,664
Investments	1,336,584	-
Total financial assets	3,773,171	1,552,541
Donor-imposed restrictions:		
Restricted funds	(1,187,636)	(897,422)
Financial assets available at year end for current use	$ 2,585,535	$ 655,119

The Organization also has a line of credit available to meet short-term needs.

The Organization has replacement reserves and cash designated reserves for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) and only available when approved by NHHFA. As a result, these replacement reserves and cash designated reserves for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Property and Equipment

Property and equipment consisted of the following:

	2018	2017
Land	$ 3,646,597	$ 3,112,699
Land improvements	602,600	602,600
Buildings and improvements	34,123,495	30,283,393
Furniture and fixtures	731,590	610,143
Equipment	558,032	217,695
Vehicles	347,711	300,367
Construction in progress	12,229	-
	40,022,254	35,126,897
Less: accumulated depreciation	11,491,435	8,916,560
Property and equipment, net	$ 28,530,819	$ 26,210,337

At December 31, 2018 and 2017, the Organization held $22,102,918 and $18,427,778, respectively, of land, land improvements, and buildings and improvements, net of accumulated depreciation, for the purpose of leasing to individuals.

4. Development in Process

Development in process consists of costs related to the following facilities:

Family Willows Recovery Housing Program

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT and Housing Benefits are assisting in the establishment of The Manchester Recovery and Treatment Center, a large-scale facility to curb the tide of substance misuse.

The plan for establishment of this facility includes the following provisions: Each of the four floors of the Manchester Recovery and Treatment Center will provide different substance use disorder treatments or services to those at varying stages of recovery. Agencies using the facility will coordinate services to ensure that clients who seek services are provided with integrated and comprehensive care. One of the key programs in the facility will be Housing Benefit's Family Willows Recovery Housing Program (the Project) on the 2nd and 3rd floors. This program will provide 19 units of sober, recovery housing, and can accommodated an estimated 40-50 women and their children on an annual basis. Residents in the Project will have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Construction began in December 2017 and is anticipated to be completed in the first quarter of 2019. Funding for the Project has been secured from the City of Manchester, NHHFA, Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations.

Hope House

In December 2017, FIT and Housing Benefits began renovations on Hope House. Hope House, modeled after FIT's Family Place Resource Center and Shelter in Manchester, New Hampshire, is a comprehensive resource for families experiencing homelessness. In addition to emergency housing, Hope House provides services including comprehensive intake, assessment and referrals designed to direct families to the appropriate homeless and housing resources in the community, referrals to medical care for parents and children, and other essential resources. Hope House houses 7 families and their children each night, with an estimated 30 adults and 90 children annually. During 2018, the renovations at Hope House were completed and facility was placed into service. Funding for Hope House was obtained with lending from NHHFA, as well as private contributions.

5. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of $350,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4% (5.5% at December 31, 2018). There was no outstanding balance as of December 31, 2017. As of December 31, 2018, the outstanding balance was $145,000.

6. Long-term Debt

Long-term debt consisted of the following:

	2018	2017
A mortgage loan payable to NHHFA in monthly payments of $680, including interest at 1% and an escrow of $289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	$ **53,707**	$ 57,243
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	**163,283**	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of $990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019. The Organization is in the process of refinancing this mortgage loan payable.	**113,185**	118,282

A mortgage loan payable to TD Bank, N.A. in monthly payments of $1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	**59,226**	69,980
A mortgage loan payable to RBS Citizens Bank in monthly payments of $2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	**217,397**	226,616
A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of $1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	**141,664**	147,919
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.	**85,018**	85,018
A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the $85,018 note payable.	**336,955**	336,955
A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.	**260,000**	260,000
A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.	**449,877**	449,877
A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of $1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	**220,274**	233,053

A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	**226,725**	226,725
A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	**250,000**	250,000
A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	**230,000**	230,000
A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of $1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	**45,430**	57,837
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	**850,000**	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of $3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	**432,921**	450,124
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	**600,000**	600,000

A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	**543,384**	550,878
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of $9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	**90,908**	99,999
A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of $1,882 include principal and interest at 3.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	**263,103**	275,398
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of $2,775 include principal and interest at 8% per annum. The note is due in February 2021.	**69,285**	95,775
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of $2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	**617,613**	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	**413,575**	413,575
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of $3,158 include principal and interest at 6.25% per annum. The note is payable in full in September 2031.	**332,432**	348,981
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	**34,628**	34,628

A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or $4,000 commenced in October 2012 and continue until the maturity date in June 2041.	**168,022**	168,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2018 and 2017, $131,267 was recognized as revenue and support in the consolidated statement of activities.	**984,497**	1,115,764
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	**216,672**	216,672
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or $5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.	**582,808**	582,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of $1,921 include principal and interest at 3.41%. The note is due in full by April 2019. The Organization is in the process of refinancing this mortgage loan payable.	**388,731**	398,203
A vehicle loan payable in monthly payments of $488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.	**9,892**	15,239

A vehicle loan payable in monthly payments of $760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.	**13,979**	22,624
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	**750,000**	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of $1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	**183,916**	188,387
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of $2,270 include principal and interest at 4.94%. The note is due in full by January 2027.	**382,018**	390,000
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to $825,000 on the promissory note. Monthly payments including principal and interest are due over a 30 year period starting September 2018 at 4.90% interest.	**770,113**	270,855
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of $720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047.	**692,891**	113,819
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of $392 at 5.90% annual interest rate. The loan is due and payable in March 2022.	**40,633**	51,965
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of $1,655,323. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or $5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	**1,133,816**	-

A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded the the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of $531,252. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.	**495,225**	-
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of $780,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by December 1, 2047.	**780,000**	-
A technical assistance note payable to NHHFA to provide support to the Organization for renovations at Angie's Shelter. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.	**13,879**	-
A noninterest bearing note payable to the City of Manchester Community Improvement Program through the Affordable Housing Trust Funds, collateralized by real estate located at 199 Manchester Street. Annual payments of $6,000 are due by October 1 commencing October 1, 2010. The note is due in full by October 1, 2019.	**6,000**	-
A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2.0% will be required until December 2021.	**46,767**	-
	14,760,449	11,534,117
Less current portion	**1,116,180**	216,147
Less unamortized deferred costs	**40,252**	53,449
	$ 13,604,017	$11,264,521

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2019	$ 1,116,180
2020	218,543
2021	210,011
2022	186,655
2023	504,951
Thereafter	12,524,109
	$ 14,760,449

Interest expense charged to operations, including amortization of deferred costs of $13,197, was $229,713 and $188,473 in 2018 and 2017, respectively. Cash paid for interest approximates interest expense.

7. Net Assets

At December 31, 2018 and 2017, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	2018	2017
Specific purpose		
The Family Place - services	$ 53,540	$ -
Scholarships	8,264	10,264
VISTA program	48,118	57,351
Direct care for clients	95,410	109,749
Community Gardens	10,333	-
Hope House	131,440	241,761
Family Willows Recovery Housing Program	264,238	299,797
NHNH merger	345,003	98,500
Substance use disorder services	170,677	-
NHNH programs	60,613	-
	1,187,636	817,422
Passage of time		
Grant receivable - time restricted	-	80,000
	$ 1,187,636	$ 897,422

Net assets released from net assets with donor restrictions were as follows:

	2018	2017
Satisfaction of purpose restrictions:		
The Family Place - services	$ -	$ 41,866
Scholarships	3,500	2,500
VISTA program	57,325	58,093
Housing programs	-	10,000
Direct care for clients	84,324	45,070
Community Gardens	-	42,843
Hope House	216,016	-
Family Willows Recovery Housing Program	143,796	42,972
NHNH merger	96,706	-
Substance use disorder services	45,324	2,000
NHNH programs	5,746	-
	$ 652,737	$ 245,344

8. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

9. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed $63,053 and $49,814 during the years ended December 31, 2018 and 2017, respectively.

10. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. In accordance with the agreement, the Organization was to maintain the books and financial records for HANH in accordance with U.S. GAAP. HANH funds were presented in the Organization's consolidated statement of financial position as funds held as fiscal agent. Effective January 1, 2018, the Fiscal Sponsorship Agreement terminated and the Organization no longer maintains the books and financial records for HANH.

11. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

Limited Partner	Property	2018	2017
New Hampshire Housing Equity Fund, Inc.	Bicentennial	$ 105,749	$ 213,660
JP Morgan Chase	Bicentennial	213,791	213,791
BCCC, Inc.	Family Bridge	10	10
Boston Capital Corporate	Family Bridge	970,818	1,135,777
BCCC, Inc.	Family Willows	10	10
Boston Capital Midway	Family Willows	1,953,316	2,002,230
		$ 3,243,694	$ 3,565,478

12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 18, 2019, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

Bicentennial

During 2018, Bicentennial reached the end of the initial 15-year low-income housing tax credit compliance period. As a result, New Hampshire Housing Equity Fund, Inc. and JP Morgan Chase (the limited partners) have decided to withdraw from Bicentennial and are expected to do so in the first quarter of 2019. It is management's plan to have Housing Benefits assume the remaining assets of Bicentennial.

Outfitters

As a result of management's decision to close the OutFITter's Boutique located in Concord, New Hampshire, the property was put up for sale and is reflected as an asset held for sale on the consolidated statement of financial position at December 31, 2018. On February 25, 2019, Outfitters sold the property for $830,000. CDFA, who granted tax credits to originally purchase the property, has required Outfitters to restrict $43,340 of the proceds from the sale to be used for the Outfitters thirft store located in Manchester, New Hampshire. Outfitters will recognize a gain on sale of property in 2019.

Antoinette Hills

In September, 2018, Housing Benefits signed a Purchase and Sale Agreement with Antoinette L. Hill Apartments, Inc., an unrelated party, to purchase 23 units of housing located in Manchester, New Hampshire for approximately $1,300,000 to be financed through NHHFA. The terms of the long-term debt agreement with NHHFA require that the owner of the property must be a single purpose entity. As a result, management has formed HB-AH, LLC, is a single member LLC, with Housing Benefits as its sole member.

SUPPLEMENTARY INFORMATION

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2018

ASSETS

	Families in Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restriction	Eliminations	Total
Current assets											
Cash and cash equivalents	$ 316,969	$ 67,491	$ 178,556	$ 6,185	$ 166,840	$ 1,529	$ 83,898	$ 18,726	$ 757,839	$ -	$ 1,598,033
Accounts receivable	96,089	19,792	20,403	-	7,280	-	-	1,056	-	(92,409)	52,211
Grants and contributions receivable	338,563	-	-	-	36,213	6,770	-	-	404,797	-	786,343
Prepaid expenses	45,647	16,319	13,811	-	-	370	742	3,118	-	-	80,007
Due from related party	892,686	-	93,543	138,407	26,443	-	-	-	-	(1,115,486)	35,613
Other current assets	6,574	20,769	20,767	-	-	-	-	-	-	-	48,110
Total current assets	1,696,528	124,371	327,080	144,592	236,776	8,669	84,640	22,900	1,162,636	(1,207,875)	2,600,317
Replacement reserves	62,587	113,005	160,986	-	-	-	-	-	-	-	336,578
Reserve cash designated for properties	54,648	296,424	367,082	-	-	-	-	-	-	-	718,154
Related party notes receivable	1,725,799	-	-	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party note	1,066,447	-	-	-	-	-	-	-	-	(1,066,447)	-
Investments	-	-	-	-	1,311,584	-	-	-	25,000	-	1,336,584
Investment in related entities	1,196,347	-	25,051	-	-	-	-	-	-	(1,220,398)	1,000
Asset held for sale	429,779	-	-	-	-	-	-	-	-	-	429,779
Property and equipment, net	4,004,264	9,784,021	13,343,733	30,066	1,362,225	2,987	3,523	-	-	-	28,530,819
Development in process	110,384	-	3,495,066	-	-	-	-	-	-	-	3,605,450
Other assets	29,013	-	141,092	-	28,368	-	-	-	-	-	198,473
Total assets	$ 10,375,796	$ 10,317,821	$ 17,860,090	$ 174,658	$ 2,938,953	$ 11,656	$ 88,163	$ 22,900	$ 1,187,636	$ (5,220,519)	$ 37,757,154

LIABILITIES AND NET ASSETS

Current liabilities											
Current portion of long-term debt	$ 892,429	$ 75,090	$ 116,235	$ 8,438	$ 23,968	$ -	$ -	$ -	$ -	$ -	$ 1,116,160
Accounts payable	135,683	96,901	96,186	4,810	1,825	2,631	2,889	2,191	-	(92,409)	249,907
Accrued expenses	195,127	863,996	269,861	20,577	58,135	6,746	-	-	-	(1,066,447)	348,095
Due to related entities	26,443	118,163	792,031	137,734	-	76,157	-	551	-	(1,115,486)	35,613
Line of credit	145,000	-	-	-	-	-	-	-	-	-	145,000
Other current liabilities	36,194	22,664	23,067	-	-	-	550	-	-	-	82,475
Total current liabilities	1,431,076	1,176,814	1,297,480	170,759	83,748	85,534	3,439	2,742	-	(2,274,322)	1,977,270
Long-term debt, less current portion, net of unamortized deferred costs	1,249,940	4,820,982	9,224,579	5,536	28,779	-	-	-	-	(1,725,799)	13,604,017
Total liabilities	2,681,016	5,997,796	10,522,059	176,295	112,527	85,534	3,439	2,742	-	(4,000,121)	15,581,287
Net assets											
Net assets without donor restrictions - controlling interest	7,694,780	1,076,331	7,338,031	(1,637)	2,826,426	(73,878)	84,724	20,158	-	(1,220,398)	17,744,537
Net assets without donor restrictions - noncontrolling interest	-	3,243,694	-	-	-	-	-	-	-	-	3,243,694
Total net assets without donor restriction	7,694,780	4,320,025	7,338,031	(1,637)	2,826,426	(73,878)	84,724	20,158	-	(1,220,398)	20,988,231
Net assets with donor restrictions	-	-	-	-	-	-	-	-	1,187,636	-	1,187,636
Total net assets	7,694,780	4,320,025	7,338,031	(1,637)	2,826,426	(73,878)	84,724	20,158	1,187,636	(1,220,398)	22,175,867
Total liabilities and net assets	$ 10,375,796	$ 10,317,821	$ 17,860,090	$ 174,658	$ 2,938,953	$ 11,656	$ 88,163	$ 22,900	$ 1,187,636	$ (5,220,519)	$ 37,757,154

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2018

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	$ 4,224,260	$ -	$ 99,250	$ -	$ 328,420	$ 167,028	$ -	$ -	$ (217,658)	$ 4,601,300	$ 513,854	$ 5,115,154
Rental income, net of vacancies	333,233	813,885	884,102	-	-	6,063	-	83,599	(79,417)	2,021,465	-	2,021,465
Thrift store sales	-	-	-	616,565	-	-	-	-	-	616,565	-	616,565
Public support	253,447	-	17,131	1,517	560,712	-	23,023	-	-	855,830	-	855,830
Tax credit revenue	60,000	-	-	-	-	-	-	-	-	60,000	-	60,000
Special events	175,274	-	-	-	351,636	-	-	-	-	526,910	-	526,910
Property management fees	584,583	-	-	-	-	-	-	-	(584,583)	-	-	-
Developer fees	68,463	-	-	-	-	-	-	-	-	68,463	-	68,463
VISTA program revenue	93,734	-	-	-	-	-	-	-	-	93,734	-	93,734
Unrealized loss on investments	-	-	-	-	(168,848)	-	-	-	-	(168,848)	-	(168,848)
Loss on disposal of assets	-	-	(1,464)	-	(8,651)	-	-	-	-	(10,115)	-	(10,115)
Interest income	97,362	2,304	6,738	-	-	-	-	-	(67,770)	38,634	-	38,634
In-kind donations	13,704	-	-	-	-	725	-	-	-	14,429	-	14,429
Investment income	-	-	-	-	99,783	-	-	-	-	99,783	-	99,783
Forgiveness of debt	-	18,000	131,267	-	-	-	-	-	(18,000)	131,267	-	131,267
Medicaid reimbursements	521,957	-	-	-	-	-	-	-	-	521,957	-	521,957
Other income	252,635	19,901	135,971	19,056	32,085	42,178	5,049	-	(227,455)	279,420	-	279,420
Net assets released from restrictions	287,179	-	-	-	5,746	-	-	-	-	292,925	(292,925)	-
Total revenue and support	6,865,831	854,090	1,272,995	637,138	1,200,883	215,994	28,072	83,599	(1,194,883)	10,043,719	220,929	10,264,648
Expenses												
Program activities	5,474,177	1,210,187	1,314,432	749,070	1,202,828	243,810	17,363	43,441	(1,194,883)	9,060,435	-	9,060,435
Fundraising	614,693	-	168,990	-	348,258	-	-	-	-	1,131,941	-	1,131,941
Management and general	711,303	-	87,640	-	115,156	-	-	-	-	914,099	-	914,099
Total expenses	6,800,173	1,210,187	1,571,062	749,070	1,666,242	243,810	17,363	43,441	(1,194,883)	11,106,475	-	11,106,475
Excess (deficiency) of revenue and support over expenses	165,658	(356,107)	(298,067)	(111,932)	(465,359)	(27,816)	10,709	20,158	-	(1,062,756)	220,929	(841,827)
Grants and contributions for capital projects	-	-	270,857	-	-	-	-	-	-	270,857	289,933	560,790
Net assets released for capital projects	359,812	-	-	-	-	-	-	-	-	359,812	(359,812)	-
Effect of consolidation of affiliate	-	-	-	-	3,291,787	-	-	-	-	3,291,787	139,154	3,430,941
Change in net assets	$ 525,470	$ (356,107)	$ (27,210)	$ (111,932)	$ 2,826,428	$ (27,816)	$ 10,709	$ 20,158	$ -	$ 2,859,700	$ 290,214	$ 3,149,914

FIT/NHNH, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2018

	Program Activities												
	Families in Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits													
Salaries and wages	$ 2,333,525	$ -	$ 370,212	$ 316,195	$ 673,012	$ 116,026	$ -	$ -	$ 3,808,970	$ 518,402	$ 355,442	$ -	$ 4,682,814
Employee benefits	257,005	-	76,225	24,951	81,064	6,487	-	-	425,732	54,002	37,770	-	517,504
Payroll taxes	173,477	-	25,579	24,440	55,129	8,625	-	-	287,250	39,746	26,593	-	353,589
Total salaries and benefits	2,764,007	-	472,016	365,586	789,205	131,138	-	-	4,521,952	612,150	419,805	-	5,553,907
Advertising	14,111	-	298	25,058	-	-	609	-	40,086	-	18,946	-	59,032
Application and permit fees	-	-	1,620	-	-	-	-	-	1,620	-	-	-	1,620
Bad debts	1,988	11,897	14,215	-	-	-	-	-	28,100	-	-	-	28,100
Bank charges	-	390	-	8,847	-	97	50	36	9,420	-	11,445	-	20,865
Consultants	13,662	-	3,519	2,847	-	2,123	-	-	22,351	4,647	2,483	-	29,481
Depreciation	171,127	385,718	323,483	11,093	52,378	340	834	-	944,971	115,347	51,812	-	1,111,930
Events	-	-	-	2,814	-	-	3,550	-	6,364	160,685	-	-	167,049
General insurance	29,119	36,144	30,125	3,523	18,977	5,714	-	4,712	128,314	14,318	13,248	-	155,880
Grant expense	23,538	-	-	-	35,611	-	-	-	59,149	-	-	-	59,149
Interest expense	66,838	112,238	115,875	714	1,717	-	-	-	297,483	-	-	(67,770)	229,713
Management fees	74,970	191,065	294,768	-	-	-	-	10,401	571,204	-	-	(564,582)	6,622
Meals and entertainment	4,284	-	32	179	-	133	311	-	4,919	656	547	-	6,122
Membership dues	8,280	-	1,510	-	-	-	1,000	-	10,790	1,741	3,458	-	15,989
Merger expenses	-	-	-	-	-	-	-	-	-	-	137,747	-	137,747
Office supplies	243,293	949	21,887	6,460	15,454	149	566	-	288,858	43,158	38,139	-	370,155
Participant expenses	58,720	3,076	8,132	45	-	43,987	3,000	-	116,960	379	379	-	117,718
Postage	5,734	-	6	9	1,579	-	5	-	7,333	4,274	1,758	-	13,365
Printing	15,662	-	-	2,745	-	-	1,093	-	19,500	19,129	2,088	-	40,717
Professional fees	9,275	27,743	9,313	3,500	-	5,969	-	1,606	57,406	-	112,417	-	169,823
Related entity expenses	795,348	-	(491,776)	159,398	-	-	-	-	462,970	-	144	(463,114)	-
Rent	-	-	-	62,696	-	-	-	-	62,696	-	18,721	(79,417)	-
Rental subsidies	332,270	-	-	-	-	-	-	-	332,270	-	-	-	332,270
Repairs and maintenance	52,636	126,512	165,342	34,325	15,222	22,682	-	7,729	424,448	42,145	18,189	(20,000)	462,782
Shelter expense	-	-	-	-	166,891	-	-	-	166,891	-	-	-	166,891
Staff development	26,056	-	-	98	741	-	4,791	-	31,686	4,008	3,340	-	39,034
Taxes	87,851	113,610	132,002	2,307	-	75	75	-	315,920	-	-	-	315,920
Technology support	182,452	465	2,511	2,231	3,008	840	856	-	192,363	28,782	23,686	-	244,811
Telephone	62,689	719	16,050	5,056	5,465	2,893	-	1,176	94,048	10,095	8,778	-	112,921
Travel	32,932	-	1,674	3,845	5,685	-	623	-	44,759	5,191	4,222	-	54,172
Utilities	36,093	197,345	187,198	31,461	75,857	18,186	-	17,781	543,721	52,007	17,767	-	613,495
VISTA program	318,534	2,325	-	-	-	-	-	-	320,859	-	-	-	320,859
Workers' compensation	62,528	-	24,432	14,223	15,240	9,484	-	-	125,907	13,229	9,220	-	148,356
Total expenses	$ 5,474,177	$ 1,210,197	$ 1,314,432	$ 749,070	$ 1,292,828	$ 243,810	$ 17,363	$ 43,441	$ 10,255,318	$ 1,131,941	$ 914,099	$ (1,194,883)	$ 11,106,475

Families in Transition/New Horizons New Hampshire
Board of Directors

Board of Directors

David Cassidy, Co-Chairperson
Senior Vice President, Eastern Bank
Board member since 2018

Charla Bizios Stevens, Co -Chairperson
Director, Litigation Department and Chair of Employment Law Practice Group
McLane Middleton, Professional Association Esquire
Board member since 2018

Colleen Cone, Vice Chairperson
Sr. Director Employee Relations Greater Boston Area, Comcast
Board member since 2018

Robert Bartley, Treasurer
President, CPA, CFP, Bartley Financial Advisor
Board member since 2018

Frank Saglio, Asst. Treasurer
Howe, Riley & Howe, PLLC.
Board member since 2018

Kristi Scarpone, Secretary
First, Corporate and Foundation Relations
Board member since 2018

Roy Tilsley, At Large
Bernstein Shur, Shareholder
Board member since 2018

Scott W. Ellison, At Large
COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018

Dick Anagnost, Prior Co-Chairperson
President, Anagnost Companies
Board member since 2018

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Alison Hutcheson
Merchants Fleet Management, Associate Director of Sales Administration
Board member since 2018

AnnMarie French
Executive Director, NH Fiscal Policy Institute
Board member since 2018

Brian Hansen
Team Engineering, Project Manager
Board member since 2018

Brian Mikol
Spectrum Marketing, Co-Owner
Board member since 2018

Heather Whitfield
Vice President, Commercial Lending, People's United Bank
Board member since 2018

Jack Olson
Retired
Board member since 2018

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2018

Mary Ann Aldrich
Dartmouth Hitchcock, Sr. Advisor Community & Relations
Board member since 2018

Peter Telge
Owner, Stark Brewing Company
Board member since 2018

Roy Ballentine
Executive Chairman, Ballentine Partners, LLC
Board member since 2019

Ryan Mulholland
Westbridge
Board member since 2018

Sarah Jacobs
Manchester School District Coordinator
Board member since 2018

Sean Leighton
Captain – Investigative Division Commander, City of Manchester Police Department
Board member since 2019

Wayne McCormick, CFP
Steward Partners Managing Director Wealth Manager
Board member since 2018

Maureen Ann Beauregard

Professional Experience

November 1991 to Present: Families in Transition, 122 Market Street, Manchester, NH 03101.

1995-Present. President, Families in Transition. Developed a Board of Directors and established Families in Transition as a private nonprofit agency in 1995. Responsible for grant writing, fundraising, facility development, oversight of agency personnel, program development, day to day operations, reporting to state and federal agencies and public relations.

- 2003to Present: Development and Implementation of 33 units permanent affordable housing in Manchester.
- 2001-2003: Development of Families in Transition – Concord, 16 units of affordable housing with 6 designated for homeless women with a disability and 10 designated for transitional housing for homeless women and their children.
- 2001 to Present: Development of Families in Transition's social entrepreneurship, Family OutFITters thrift store and Employment Training Program.
- 1998 – 2001: Development of Millyard II Transitional Housing Program with 19 apartments and 1 interim unit for 3 families.
- 1995 – 1997: Development of Millyard I Transitional Housing Program with 12 apartments for homeless women with children.
- 1994 – 1995: Development of steering committee to form the Board of Directors for Families in Transition and Families in Transition becomes and independent 501 © (3)

1991- 1994 New Hampshire Community Loan Fund. Program Director. Designed and implemented transitional housing programs for the homeless women with and without children.

- 1993 – 1994: Development and implementation of Community Program providing supportive services to 14 homeless women and their children and assisting them in attaining and maintaining housing.
- 1992 – 1993: Development and implementation of Amherst Street Transitional Housing Program for 9 homeless single women.
- 1991 – 1992: Development and implementation of Spruce Street Transitional Housing Program for 5 homeless women and their children.

November 1989-March 1991: Child Protective Service Worker II for the Division for Children and Youth Services, 30 Maplewood Avenue, Portsmouth, NH. Advocated for abused and neglected children in court, established support network (fostercare, visitation, and counseling) to help in the abuse/neglect recovery process.

November 1988-November 1989: Substance Abuse Counselor for Team Coordinating Agency, Phoenix East, Haverhill, MA. Counseled clients, aided and found resources (AA/NA meetings, employment, education, and counseling) for residents in halfway house for alcoholic/addicts, age 16-25. Conducted weekly support group.

Education

Bachelor of Science degree from the University of New Hampshire, College of Life Science and Agriculture. Area of study: Family Studies.

Professional Affiliations and Honors

- **1998 to 2004** – Northern New England Housing Investment Fund. Member of Board of Directors.
- **1998 to 2004** – Northern New England Equity Fund. Member Board of Directors and Investment Committee
- **2004:** New Hampshire Business Review, Business Excellence Awards 2004, Maureen Beauregard for Excellence in Non-Profit
- **2004:** The Walter J. Dunfey Awards for Excellence in Management awarded to Families in Transition
- **2003:** YWCA Susan B. Anthony Award, Woman of the Year
- **2003:** New Hampshire Housing Finance Authority Annual Conference: Maureen Beauregard and Families in Transition recognized as Best Practice for Development of Affordable Housing in New Hampshire.
- **2002**: Great Bay Foundation: $150,000 grant award for the development and implementation of social entrepreneurship, Family OutFITters.
- **2002**: Citizens Bank and WMUR Channel – 9, 2003 Community Champions Award for Homelessness for New Hampshire
- **2001:** Manchester Continuum of Care Narrative submission to the U.S. Dept. of Housing & Urban Development, SuperNOFA: 1 of top 10 narratives in the country.
- **2003 to Present:** YMCA Diversity Committee
- **2003 to Present:** Intown Manchester, Economic Development Committee, Trustee
- **2003:** The Sharing Foundation, Caring for Cambodia's Children Parent Advisory Council
- **2003 to Present:** New Hampshire Interagency Council on Homelessness, member appointed by Governor Benson
- **2002 to Present:** Policy Academy for the Chronically Homeless, member
- **2002 to Present:** Great Bay Foundation, Work Group consisting of 5 leading initiatives, member
- **2001 to Present:** Manchester Task Force on Housing, member appointed by Mayor
- **1999 to Present:** Northern New England Housing Investment Fund, Investment Committee, Trustee
- **1998 to Present:** Manchester Continuum of Care, Chairperson in 1998, 2003, founding member

Stephanie Allain Savard, MSW, LICSW

Education:

- Masters in Social Work, Boston University, 1996.
- Bachelor of Arts – Honors in Psychology, Keene State College, 1992.
- Associate of Science in Chemical Dependency, Keene State College, 1992.

Licensure and Certification:

- New Hampshire Licensed Independent Clinical Social Worker, #941, April, 2000 - Present.
- Boston University Trauma Certificate Program, 2006.
- Low Income Housing Tax Credit Certified Credit Compliance Professional (C3P), 2000.

Awards & Honors:

- New Futures Thomas Fox Memorial Treatment Scholarship – Recognized for Treatment Work in Substance Use Field, 2013.
- Greater Manchester Chamber of Commerce "Leadership Greater Manchester Program," Class of 2011.
- Union Leader and Business Industry Association "40 Under 40" Leaders of New Hampshire, Class of 2004.
- NH Homeless Service Providers Award, NH Department of Health & Human Services, Office of Homeless & Housing Services, 2003.

Professional Experience:

Chief Operating Officer, Families in Transition, Manchester, NH, December 1996 – Present.

- Oversight of agency operations to ensure seamless systems, fiscal responsibility, quality control and best practices across departments. Provide oversight of development and revision of, adherence to agency policy and procedures.
- Oversee and manage supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Collaborate with Board of Directors and Management Team in non-profit development and program growth. Develop and provide clinical oversight of a specialized gender-specific intensive outpatient substance use treatment program specializing in co-occurring disorders, with a focus on trauma histories. Program recognized as the Treatment Provider of the Year by the NH Alcohol and Other Drug Providers Association, 2013.
- Develop and provide clinical oversight of an innovative therapeutic pre-school program for children and families who are homeless with strength-based and family-focused services.
- Provide clinical and administrative supervision for clinical program managers. Oversee a 24-hour crisis line.
- Collaborate with senior management staff in daily operations of Families in Transition, including financial decisions, program and housing development and human resources. Assume responsibilities and decision-making for agency in the absence of the President. Collaborate with President, Board of Directors and management team on strategic planning and implementation for the agency.
- Served on Families in Transition Board of Directors Programs Committee and the primary liaison to Committee chair for agency.

Family Service Worker/Counselor, NFI Midway Residential Shelter, Manchester, NH, 1993 – 1996.

- Provided support and treatment planning with families of children in judicial system. Conducted family assessments and counseling during stay at short-term residential facility.
- Supervised 15 adolescent males utilizing behavior management and normative culture techniques.
- Managed all shifts; development and facilitation of summer activity program.

Clinical Social Worker Intern, CASPAR Emergency Service Center, Cambridge, MA, 1995-1996.

- Assisted in providing treatment services to transitional living program provided within emergency housing program for single adults.
- Completed assessments and provided individual and group therapy to adults who were homeless in early recovery from substance use. Provided case management for substance use, HIV/AIDS and housing needs.

Clinical Social Worker Intern, WorkSource of Work, Inc., Quincy, MA, 1994-1995.

- Provided case management, counseling and crisis intervention to people with chronic mental health disorders.

VISTA Volunteer, Center for Human Services, Seattle, WA, Aug. 1992- Aug. 1993.

- Developed and supervised volunteer program, assisted in agency fundraising and grant writing; designed marketing materials; assisted in coordinating Board of Directors and chaired Board committees.

Professional Expertise and Trainer Experience:

- Brazelton Touchpoints Community Trainer, New Hampshire's Brazelton Touchpoints Site with Families in Transition, 2011 – present.
- "Avoiding Third Degree Burns: A Professional First Aid Kit for Preventing Burnout" Conference Workshop, New Hampshire Division of Children, Youth and Families State-wide Conference, 2014; State of NH Bureau of Housing and Homelessness NH Homeless Provider Conference, 2013; Families in Transition Clinical Department, 2011.
- "Raising Voices: Strategies for Engaging Homeless & Formerly Homeless People in Local and National Advocacy Efforts" Conference Workshop, Institute for Children, Poverty and Homelessness, Beyond Housing: A National Conversation on Child Homelessness and Poverty Conference, NYC, 2014.
- "Dealing with Difficult Conversations" Training, Families in Transition VISTA Program, 2011-2013; Leadership Staff, 2012.
- "Direct Service Training for Volunteers", Families in Transition, 2013.
- "Understanding Homelessness & Poverty" Presentation, St. Anselm's College – Sociology Department, 2011 & 2012.
- "Ethics in Professional Practice" Presentation, Families in Transition, 2009.
- "Relational-Cultural Model with the People Experiencing Homelessness" Conference Workshop, State of NH Bureau of Housing and Homelessness – NH Homeless Providers Conference, 2002.
- Confident public speaker and community collaborator through active participation in multiple community groups, coalitions and associations.

Service in Professional Societies, Government and Local Organizations:

- Appointed Member, NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery, March 2010 – Present.
- Chair and member, Governor's Commission on Alcohol and Drug Abuse Treatment Taskforce, 2009 – Present.
- Board of Directors Member, National Association of Social Workers –NH Chapter, 2004-2008
    - Vice-President 2006 – 2008
    - Executive Council Member at Large 2004-2005
    - Member 1996-Present.
- Member, Lazarus House Transitional Housing Advisory Council, Lawrence, MA, 2004-2008.
- Board of Directors Member, NH Coalition to End Homelessness, 2000- 2002.
- Member, Manchester Continuum of Care, 2000-2007;
    - Chair – 2000-2001;
    - Community Awareness Committee Chair, 2003-2004 & 2006-2007.

Meghan E. Shea, LICSW, MLADC

OBJECTIVE

Continue to utilize and expand the clinical and management skills have I attained from my professional and academic training to secure a position in a nonprofit setting.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor — **September 2010- Present**

Licensed Independent Clinical Social Worker — **October 22, 2012-Present**

Master of Social Work, University of New Hampshire — **May 2010**
- Graduated with an MSW from the Advanced Standing Program

Bachelor of Art, Social Work, University of New Hampshire — **May 2006**
- Graduated with an BSW with GPA of 3.41

EMPLOYMENT

Vice President, Clinical & Supportive Services
Families in Transition-New Horizons — **December 20th, 2017 – present**
- Receivership-Interim Executive Director of Serenity Place
- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Intensive Outpatient Services, Outpatient services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency program managers and housing director.
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

Clinical Director
Families in Transition — **Sept 1st, 2016- December 2017**
- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Therapist — **January 2014- Present**
Bedford Family Therapy
- Treat a caseload of 15 clients in a private outpatient group practice

- Utilize various evidence based practices CBT,DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical & Supportive Service Manager **March 7th, 2016- August 31st,2016**
Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Manage the day to day operations for the Housing program of Families in Transition consisting of over 200 apartment units in New Hampshire.
- Provide clinical and administrative supervision for a total of 14 staff for Families In Transition
- Ensure compliance with budgetary and financial goals.
- Maintain compliance with State, Federal, Accreditation, Contract and Insurance regulations.
- Administer all program policies and procedure for Families In Transition's various Clinical Programs.

Program Manager of the Family Willow Substance Use Treatment Program September 2014-2016
Families In Transition

- Manage the day to day operations for the Family Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight of the FW Substance Use Treatment Program
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

Therapist **May 2010- September 2014**
Families In Transition

- Facilitated Intensive Outpatient Programing in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern **May 2009 to May 2010**
Bedford Counseling – Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

Case Manager **June 2006- May 2010**
Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment **July 2014 to Present**
NH Alcohol & Drug Abuse Counselors Association **January 2012 to Present**
Member of the Manchester Substance Use Collaborative **March 2012 to Present**

PRESENTATIONS

NH Association for infant mental health workshop Helping Parents Be Parents:
Addressing Substance Use and Trauma in a Family System- Loon Mountain June 2015

Providers Association: Addressing Substance Misuse in the Home Environment March 31st,2016 at Wentworth Douglas Hospital in Dover, NH

REFERENCES – AVAILABLE UPON REQUEST

Sarah Bernier, LICSW, MLADC

Skills

Crisis intervention, individual therapy, community outreach, treatment planning, cognitive behavioral therapy, acceptance commitment therapy and motivational interviewing interventions.

Education

Masters in Social Work, May 2012
University of New Hampshire, Manchester NH

Bachelor's Degree in Social Work and Counseling, Completed May 2009
Franklin Pierce University, Rindge NH, GPA 3.78

- Alpha Chi, (2009)
- High Honors in Social Work (Franklin Pierce 2009)
- Outstanding Senior in Social Work Award (Franklin Pierce 2009)

Experience

Willows Program Manager, Families in Transition, Manchester
June 2018- Present

- Direct oversight and management of Family Willows programming
- Mentor and engage staff in planning
- Facilitate weekly intensive outpatient groups and provide individual therapy
- Assist in the development of the program through networking and collaboration

Counselor / Behavioral Health Consultant, Manchester Community Health Center, Manchester
February 2015-Present

- Facilitates and organizes the medication assisted treatment program
- Serves as a behavioral health consultant in the clinic working directly with providers to assess and create plans of care for patients with substance use and mental health needs.
- Connecting patients to resources and services
- Individual clinical caseload of adolescents and adult patients
- Supervising clinical notes for the medication assisted treatment program

PREP Coordinator, Child Health Services, Manchester, NH
May 2012-Present

- Facilitates, coordinates, recruits and retains adolescent teen girls in an

evidence-based, sexual health group.
- Mental health counseling with teens; including wrap around case management with clients on caseload.
- Community outreach to promote medical homes

Advanced Clinical Intern, Cynthia Day Family Center, Nashua, August 2011-May 2012
- Providing direct support to women and children in recovery
- Delivered clinical social work skills with clients on caseload
- Completed evidenced-based groups: *Nurturing Parenting* and *Thinking for a Change, Seeking Safety*
- Completed bio-psychosocial assessments, mental health assessments, and Alcohol Severity Index (ASI) with clients

Intern, Teen Health Clinic, Manchester, NH
August 2010-May 2011
- Met with patients and assess social service needs
- Made referrals for patients to community resources
- Group work, outreach, and program development

Per Diem Residential Counselor, Brigids Crossing,
Lowell, MA 2010-Jan 2012
- Supervising adolescent girls with their children in a residential setting
- Completing daily tasks set up by the program
- Encouraging independent living skills

Intern, Court Appointed Special Advocates, Keene, NH
2008-2009, 2010
- Organized Paperwork and Mail & Resource Cabinet
- Represented Child in Court including Monthly Visits with Child

Amy M. Pettengill, M.S.W LADC

[redacted]

[redacted]

Education:

Licensed Alcohol Drug Counselor (LADC)
New Hampshire License # 0957 – Expiration: 6/30/19

University of New Hampshire
Durham, NH
-Master of Social Work- 2016

College of New Rochelle
New Rochelle, NY
- Bachelor of Social Work- 2004
- Minor in Sociology

Awards:

NH Children's Trust
Unsung Hero Award- 2019

Boards and Committee Experience

**** Greater Manchester Council on Domestic and Sexual Violence***
Elected Co-Chair 2017- present
**** Manchester Family Justice Center***
Member at Large 2017- present
**** NH Human Trafficking Collaborative Task Force***
Member 2017-present

Work Experience:

Director of Crisis Services
YWCA NH, Manchester, NH (July 2015- Present)
- Supervise all Staff, Interns, Volunteers, and Americorp members
- Ensure that effective services are being provided to over 5,000 clients annually
- Manage the Emergency Domestic Violence Shelter
- Speak with media when needed
- Participate in regularly scheduled community meetings such as the Participating Member Council through NH Coalition Against Domestic and Sexual Violence Domestic and the Sexual Assault Response Team
- Provide Case Management and Drug and Alcohol Counseling
- Facilitate staff meetings and trainings
- Grant Writing and reporting

Program Coordinator of the Supervised Visitation and Child Exchange Center
YWCA NH, Manchester, NH (November 2013- July 2015)

- Conducted intake assessments to determine program eligibility
- Provided program staff supervision
- Monitored supervised visits and exchanges
- Maintained family files
- Provided monthly and annual statistics of families using the center

Supervisor
TCA Crossroads, Haverhill, MA (January 2012 – March 2013)
- Provided weekly staff supervision
- Ensured the safety and well-being of 9 teenaged boys
- Conducted weekly primary sessions with residents
- Facilitated a variety of therapeutic groups

Case Worker
Child and Family Services, Concord, NH (June 2011 - December 2012)
- Coordinated therapeutic treatment for youth on probation
- Facilitated weekly independent living groups
- Provided weekly 1:1 counseling to youth
- Wrote treatment plans and monthly reports

Substance Abuse Counselor
Farnum Center, Manchester, NH (January 2009 – June 2011)
- Provided regular counseling to substance abusing adults
- Facilitated weekly family education groups
- Completed multiple assessments on clients
- Made community referrals with discharge planning

1:1 Counselor
Dare Family Services, Newburyport, MA (May 2008 - June 2010)
- Taught and monitored parenting skills to pregnant and parenting teens
- Provided weekly individual counseling
- Communicated and collaborated with all treatment professionals involved with the client
- Transported and attended medical appointments with residents

MSW Intern
NH State Prison for Women, Goffstown, NH (May 2007 - May 2008)
- Facilitated weekly substance abuse, victim impact, and eating disorder groups
- Assisted inmates with after care planning
- Attended regular court and parole hearings

Case Manager
Community Partners, Rochester, NH (May 2006 - May 2008)
- Provided in home mental illness management to children aged 4-18
- Assisted families with developing goals and a treatment plan
- Facilitated State of NH Child Impact Seminar

Case Manager
Our House for Girls, Dover, NH (May 2004 - May 2006)
- Assisted with the creation of resident treatment plans
- Facilitated quarterly case planning meetings
- Met weekly with individual clients to discuss progress and goals
- Monitored residents during daily activities

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President	153,900	0%	-
Stephanie Savard	COO	98,945	0%	-
Meghan Shea	VP of Clinical Services	85,000	30%	25,500
Sarah Bernier	Program Manager - IOP	71,070	100%	71,070
Amy Pettengill	Program Manager - TLP	55,000	100%	55,000

10 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 29, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a **sole source** amendment to an existing agreement with one (1) of the thirteen (13) vendors listed below in bold, by increasing the combined price limitation to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by $208,256 from $4,706,942 to an amount not to exceed $4,915,198 with no change in the completion date of June 30, 2019 effective upon the date of Governor and Executive Council approval. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ (Decrease)	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	$240,000	$0.00	$240,000	O:06/20/18 Late Item G A: 07/28/18 Item #7
FIT/NHNH, Inc.	**$645,775**	**$208,256**	**$854,031**	**O: 07/28/18 Item #7**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0.00	$247,000	O:06/20/18 Late Item G A: 07/28/18 Item #7
Greater Nashua Council on Alcoholism	$624,599	$0.00	$624,599	O: 07/28/18 Item #7
Headrest	$147,999	$0.00	$147,999	O:06/20/18 Late Item G A: 07/28/18 Item #7
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0.00	$1,118,371	O:06/20/18 Late Item G A: 07/28/18 Item #7
Hope on Haven Hill	$278,641	$0.00	$278,641	O: 07/28/18 Item #7
North Country Health Consortium	$287,406	$0.00	$287,406	O:06/20/18 Late Item G A: 07/28/18 Item #7

Phoenix Houses of New England, Inc.	$232,921	$0.00	$232,921	O:06/20/18 Late Item G A: 07/28/18 Item #7
Seacoast Youth Services	$73,200	$0.00	$73,200	O:06/20/18 Late Item G A: 07/28/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0.00	$589,540	O:06/20/18 Late Item G A: 07/28/18 Item #7
The Community Council of Nashua, N.H.	$162,000	$0.00	$162,000	O:06/20/18 Late Item G A: 07/28/18 Item #7
West Central Services, Inc.	$59,490	$0.00	$59,490	O:06/20/18 Late Item G A: 07/28/18 Item #7
Total	**$4,706,942**	**$208,256**	**$4,915,198**	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is **sole source** because the increase to the price limitation for one (1) vendor exceeds ten (10) percent of the total contract value.

The purpose of this request is to amend an existing agreement with Families in Transition (FIT) continue providing an array of Substance Use Disorder Treatment and Recovery Support Services, statewide, to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow FIT to continue to offer established services while offering transitional living as well as an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to transitional living and recovery housing as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. Families in Transition will use these funds to ensure that individuals with Opioid Use Disorder (OUD) transitioning from treatment into the community will have access to safe, sober living environments that support their recovery and aid in the transition.

This contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

Should the Governor and Executive Council not authorize this request persons transitioning into the community may have limited access to safe sober living during this time period.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,759	$0	$194,759
Sub-total			$194,759	$0	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 168574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$188,372	$0	$188,372
Sub-total			$188,372	$0	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$84,035	$0	$84,035
Sub-total			$84,035	$0	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$1,419,560	$0	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$451,016	$0	$451,016
Sub-total			$451,016	$0	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$436,227	$0	$436,227
Sub-total			$436,227	$0	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,606	$0	$194,606
Sub-total			$194,606	$0	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$3,287,382	$0	$3,287,382

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$208,256	$208,256
Sub-total			$0	$208,256	$208,256

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0
Total SOR Grant			$0	$208,256	$208,256
Grand Total All			$4,706,942	$208,256	$4,915,198

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNH, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 122 Market Street Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services;

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $854,031.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #1, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/31/18
Date

Katja S. Fox
Director

FIT/NHNH, Inc.,

October 26, 2018
Date

Name: Stephanie Savard
Title: Chief Operating Officer

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on October 26, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ruth Syrek, Admin. Asst. / Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: RUTH A. SYREK, Notary Public
My Commission Expires September 5, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/18
Date

Name: Megan A. Yorke
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD).. FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets.

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Hub;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Regional Hub to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support

Worker (CRSW) or unlicensed Counselor working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.4.1. The Contractor shall provide its men's Transitional Living Services at the State owned land and building through a facilities use agreement in accordance with Exhibit A-2.

2.3.1.4.2. The Contractor shall provide its men's Transitional Living Services through the contract completion date.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation

passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2)

business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance

must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above, except those clients who refuse to consent to information sharing with the Regional Hub shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except those clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients

first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of

Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any

ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if

applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the

patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,

or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any

clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at

http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For transitional living payments associated with clients with OUD that are supported by funding from the SOR grant, the contractor must coordinate client data and services with the Regional Hub(s) to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The contractor must coordinate all services delivered to transitional living clients with OUD that are supported by funding from the SOR with the local Regional Hub including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Hub(s).

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Vendor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for transitional living who will receive room and board payments have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:

   2.1. New Hampshire General Funds;

   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;

   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and

   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services

   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:

      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid

      3.1.2. Services covered by Medicare for clients who are eligible for Medicare

      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.

   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.

   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

   5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Transitional Living (See Section 6 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Charging the Client for Room and Board for Transitional Living Services

6.1. The Contractor may charge the client fees for room and board, in addition to:

6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

6.1.2. The charges to the Department

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving

services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.

8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

9. Additional Billing Information: Transportation

9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; **or**.

9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

9.3. The Contractor will invoice the Department according to Department instructions.

10. Charging for Child Care

10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

10.1.2. At the actual cost to purchase childcare from a licensed child care provider.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13. Funds in this contract may not be used to replace funding for a program already funded from another source.

14. The Contractor will keep detailed records of their activities related to Department funded programs and services.

15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

17.2.1. Make cash payments to intended recipients of substance abuse services.

17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs

or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

G

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Bjaloy, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Sur Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	252	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	384	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 175228-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364		$103,364
Sub-total			$103,364	$0	$103,364

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177689-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155282-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548		$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$0	$2,205,533
Grand Total All			$3,157,927	$0	$3,157,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-02)

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 FIT/NHNH, Inc.		1.4 Contractor Address 122 Market Street Manchester NH 03101	
1.5 Contractor Phone Number 603-641-9441 x222	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $645,775
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Maureen Beauregard		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On June 7, 2018, 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] Ruth Syrek

1.13.2 Name and Title of Notary or Justice of the Peace

Ruth Syrek, Admin. Asst., Notary Public

RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018

1.14 State Agency Signature Date: 6/25/18	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: On: Megan A. Yeh - Attorney 6/25/18

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 MB
Date 6-7-18

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 MB
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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 

Date 6-7-18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.4.1. The Contractor shall provide its men's Transitional Living Services at the State owned land and building through a facilities use agreement in accordance with Exhibit A-2.

2.3.1.4.2. The Contractor shall provide its men's Transitional Living Services through December 31, 2018.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information

Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission **or** Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the

consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either

directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely

be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments

on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   4.6. The Contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The Contractor shall post the following documents in a public area:
      4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The Contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The Contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

Contactor Initials: [initials]
Date: 6-7-18



Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.
    11.1. A client shall be discharged from a program for the following reasons:
        11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
        11.1.2. Program termination, including:
            11.1.2.1. Administrative discharge;
            11.1.2.2. Non-compliance with the program;
            11.1.2.3. The client left the program before completion against advice of treatment staff; and
        11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
    11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
        11.2.1. The dates of admission and discharge or transfer;
        11.2.2. The client's psychosocial substance abuse history and legal history;
        11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
        11.2.4. The reason for discharge or transfer;
        11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
        11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
        11.2.7. A continuing care plan, including all ASAM domains;
        11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
        11.2.9. The dated signature of the counselor completing the summary.
    11.3. The discharge summary shall be completed:
        11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
        11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
    11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
        11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
        11.4.2. Update the client assessment and treatment plan.
    11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
        11.5.1. The discharge summary;
        11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
        11.5.3. A diagnostic assessment statement and other assessment information, including:
            11.5.3.1. TB test results;
            11.5.3.2. A record of the client's treatment history; and



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11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.

12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.

12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.

12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.

12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.

12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



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13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



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16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



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19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
20.2.1. Give the effective date of termination;
20.2.2. List the clinical or management reasons for termination; and
20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
20.3. A Contractor shall document in the record of a client who has been terminated that:
20.3.1. The client has been notified of the termination; and
20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
21.1.1. The right to a safe, sanitary and humane living environment;
21.1.2. The right to privately communicate with others, including:
21.1.2.1. The right to send and receive unopened and uncensored correspondence;
21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
21.1.4. The right to privacy, including the following:
21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
21.1.5. The right to individual choice, including the following:
21.1.5.1. The right to keep and wear their own clothes;
21.1.5.2. The right to space for personal possessions;
21.1.5.3. The right to keep and to read materials of their own choosing;
21.1.5.4. The right to keep and spend their own money; and
21.1.5.5. The right not to work and to be compensated for any work performed, except that:
21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

Contactor Initials: NB
Date: 6-7-18



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Transitional Living (See Section 6 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Charging the Client for Room and Board for Transitional Living Services

6.1. The Contractor may charge the client fees for room and board, in addition to:

6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

6.1.2. The charges to the Department

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.

8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

9. Additional Billing Information: Transportation

9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; **or.**

9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

9.3. The Contractor will invoice the Department according to Department instructions.

10. Charging for Child Care

10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, **or**

10.1.2. At the actual cost to purchase childcare from a licensed child care provider.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client.

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13. Funds in this contract may not be used to replace funding for a program already funded from another source.

14. The Contractor will keep detailed records of their activities related to Department funded programs and services.

15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

17.2.1. Make cash payments to intended recipients of substance abuse services.

17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	$75.00	Per day
Individual Intensive Case Management	$16.50	15 min
Group Intensive Case Management	$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to $20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to $5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

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.

Contractor Initials [signature]
Date 6-7-18

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

4. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $3,000,000 aggregate with additional general liability umbrella coverage of not less than $5,000,000 each occurrence.

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: FIT/NHNH, Inc.

June 7, 2018
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

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: FIT/NHNH, Inc.

June 7, 2018
Date

Name: Maureen Beauregard
Title: President

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 (l)(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: FIT/NHNH,Inc.

June 7, 2018
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

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: FIT/NHNH, Inc.

June 7, 2018
Date

Name: Maureen Beauregard
Title: President

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: FIT/NHNH, Inc.

June 7, 2018
Date

Name: Maureen Beauregard
Title: President

HEALTH INSURANCE PORTABILITY 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	FIT/NHNH, Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Maureen Beauregard
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
6/25/18	June 7, 2018
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: FIT/NHNH, Inc.

June 7, 2018
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

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: 825360399

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 3855 Dartmouth College Highway, North Haverhill, NH 03774.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $493,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.

6. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/31/19
Date

Katja S. Fox
Director

Grafton County New Hampshire - Grafton County
Department of Corrections and Alternative Sentencing

5/28/19
Date

Name: Julie L Libby
Title: County Administrator

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on 5/28/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Leslie A. Lackie, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: LESLIE A. LACKIE, Notary Public
My Commission Expires October 3, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department

1.4.2. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.3. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS,

1.4.4. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.5. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.5.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.5.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.5.3. Client notification processes and procedures for 1.4.5.1 and 1.4.5.2.

2. Scope of Services

2.1. The Contractor shall provide services to eligible individuals who:

2.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal

guardian to receive treatment, and

2.1.2. Have income below 400% Federal Poverty Level, and

2.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.3.1. Referring clients to Doorways services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.3.2. Referring clients to Doorways services at the time of discharge when a client is in need of Doorways services.

2.2.2.4. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.5. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration

of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.3 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.5 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use

Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3 and, within two (2) days of the initial Intake Screening in Section 2.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4 above before admission **or** Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.5, in which case the client may choose:

2.5.7.2.1. A service with a lower intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Doorways the client's area to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. The Regional Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11, above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.3 through 2.5.7.

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 through 2.5.6, above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion).

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, this is something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained

in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance, or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4.1 through 2.8.4.1.7, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and

confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually

transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Web Information Technology

4.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

4.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

4.3. Any client refusing to sign the informed consent in Section 4.2

4.3.1. Shall not be entered into the WITS system; and

4.3.2. Shall not receive services under this contract.

4.4. Any client who cannot receive services under this contract pursuant to Section 4.3 shall be assisted in finding alternative payers for the required services.

4.5. The Contractor agrees to the Information Security Requirements Exhibit K.

4.6. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

5. Reporting

5.1. The Contractor shall report on the following:

5.1.1. National Outcome Measures (NOMs) data in WITS for:

5.1.1.1. 100% of all clients at admission

5.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

5.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 5.1.1.2.

5.1.1.4. The above NOMs in Section 5.1.1.1 through 5.1.1.4 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

5.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

5.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

5.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

5.1.3.1.1. Abuse;

5.1.3.1.2. Neglect;

5.1.3.1.3. Exploitation;

5.1.3.1.4. Rights violation;

5.1.3.1.5. Missing person;

5.1.3.1.6. Medical emergency;

5.1.3.1.7. Restraint; or

5.1.3.1.8. Medical error.

5.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

5.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

5.1.6. Sentinel events to the Department as follows:

5.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

5.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

5.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

5.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

5.1.6.2.3. Location, date, and time of the event;

5.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

5.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

5.1.6.2.6. The identification of any media that had reported the event;

5.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

5.1.6.4. Additional information on the event that is discovered after filing the form in Section 5.1.6. above shall be reported to the Department, in

writing, as it becomes available or upon request of the Department; and

5.1.6.5. Submit additional information regarding Sections 5.1.6.3above if required by the department; and

5.1.6.6. Report the event in Sections 5.1.6.3. above, as applicable, to other agencies as required by law.

6. Quality Improvement

6.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

6.1.1. Participation in electronic and in-person client record reviews

6.1.2. Participation in site visits

6.1.3. Participation in training and technical assistance activities as directed by the Department.

6.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

6.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

6.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

6.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

7. Maintenance of Fiscal Integrity

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

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

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for

the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

7.3. In the event that the Contractor does not meet either:

7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 7.2.1 and/or 7.2.2 have not been met.

7.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

7.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Performance Measures

The following performance measures are required for client services rendered from all sources of funds.

8.1. The Contractor's contract performance shall be measured as in Section 8.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

8.2. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

8.2.1. Initiation: % of clients accessing services within 14 days of screening;

8.2.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

8.2.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

8.2.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

8.2.5. Treatment completion: % of clients completing treatment; and

8.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

8.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

8.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

8.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

8.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

8.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

9. Contract Compliance Audits

9.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

9.2. The Contractor shall ensure the corrective action plan shall include:

9.2.1. The action(s) that shall be taken to correct each deficiency;

9.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

9.2.3. The specific steps and time line for implementing the actions above;

9.2.4. The plan for monitoring to ensure that the actions above are effective; and

9.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Amendment #2, Scope of Services.

2. This Agreement is funded by:

   2.1. New Hampshire General Funds;

   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;

   2.3. Federal Funds from the United States Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and

   2.4. The Contractor agrees to provide the services in Exhibit A, Amendment #2, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services

   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:

      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid

      3.1.2. Services covered by Medicare for clients who are eligible for Medicare

      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Service Fee Table set by the Department.

   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale and not to exceed $4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1 Service Fee Table, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Service Fee Table.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 6, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Service Fee Table Third: If, any portion of the Contract Rate in Exhibit B-1, Service Fee Table remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client), unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2 Section 6 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Service Fee Table.

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing Information: Intensive Case Management Services:

6.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

6.2. The Department will not pay for intensive case management provided to a client prior to admission.

6.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1, Service Fee Table to Charge the Client
0%-138%	0%
139% - 149%	8%

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1, Service Fee Table to Charge the Client
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Submitting Charges for Payment

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Service Fee Table. The Contractor shall:

8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

8.1.5. Submit separate batches for each billing month.

8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

9. Funds in this contract may not be used to replace funding for a program already funded from another source.

10. The Contractor will keep detailed records of their activities related to Department funded programs and services.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

13. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

13.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

13.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

13.2.1. Make cash payments to intended recipients of substance abuse services.

13.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

13.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

13.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

13.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without

impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

CERTIFICATE OF VOTE

I, Linda D. Lauer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Grafton County.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Commissioners of the Agency duly held on May 28, 2019:
(Date)

RESOLVED: That the County Administrator
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of May, 2019.
(Date Contract Signed)

4. Julie L Libby is the duly appointed County Administrator
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 28th day of May, 2019.

By Linda D. Lauer.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LESLIE A. LACKIE, Notary Public
My Commission Expires October 3, 2023

Commission Expires: _____

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Grafton County 3855 Dartmouth College Highway Box #1 North Haverhill, NH 03774	603	NH Public Risk Management Exchange - Primex³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624

	Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X	**General Liability (Occurrence Form)**	7/1/2019	7/1/2020	Each Occurrence	$ 5,000,000
	Professional Liability (describe)			General Aggregate	$ 5,000,000
	☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	Automobile Liability			Combined Single Limit (Each Accident)	
	Deductible Comp and Coll:			Aggregate	
	☐ Any auto				
X	**Workers' Compensation & Employers' Liability**	7/1/2019	7/1/2020	X Statutory	$2,000,000
				Each Accident	$2,000,000
				Disease – Each Employee	
				Disease – Policy Limit	
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ **Additional Covered Party** ☐ **Loss Payee**	**Primex³ – NH Public Risk Management Exchange**
	By: *Mary Beth Purcell*
State of NH, Department of Health and Human Services 129 Pleasant St Concord, NH 03301	**Date:** 5/28/2019 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Grafton County Department of Corrections
3787 Dartmouth College Highway ~ North Haverhill, NH 03774
Phone (603)787-6767 – Fax (603)787-6011

Mission Statement

The mission of the Grafton County Department of Corrections is to contribute to public safety by maintaining a balanced correctional system of institutional and community programs that provide a range of control and rehabilitative options for criminal offenders and those offenders awaiting trial.

Guiding Operational Philosophy

- We shall demonstrate the highest ethical and professional standards in all our operations
- We shall maintain appropriate safe, secure, and humane correctional environments while providing supervision, control, and rehabilitative opportunities for offenders
- We are accountable to the public for our operations and shall maintain cooperation and open communications with law enforcement agencies, governmental entities, and members of the community
- We are accountable to each other in the application of our mission and shall commit to operating as a TEAM first - ensuring the safety and security of those in our custody, our co-workers, volunteers, and members of the public

Grafton County Alternative Sentencing

Mission Statement- *Grafton County Alternative Sentencing Program seeks to provide an effective and meaningful alternative to the traditional criminal justice system- for first time offenders and for individuals with a mental illness and/or addiction*

MELANSONHEATH
ACCOUNTANTS · AUDITORS

121 River Front Drive
Manchester, NH 03102
(603)669-6130
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Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Commissioners
County of Grafton, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of the County of Grafton, New Hampshire (the "County"), as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the County of Grafton, New Hampshire's basic financial statements as listed in the Table of Contents.

Management's Responsibility for the Financial Statements

The County's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of the County of Grafton, New Hampshire, as of June 30, 2018, and the respective changes in financial position, and the respective budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and certain pension and OPEB schedules be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with evidence sufficient to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 26, 2018 on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.

Melanson Heath

October 26, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the County of Grafton, New Hampshire, we offer readers this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2018.

A. OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the basic financial statements. The basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to financial statements. This report also contains other required supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of our finances in a manner similar to a private-sector business.

The Statement of Net Position presents information on all assets, liabilities, and deferred outflows/inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position is improving or deteriorating.

The Statement of Activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements. The County's funds are reported in two categories: governmental funds and fiduciary funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the County's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for

governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the County's near-term financing decisions. Reconciliations are provided to facilitate the comparison between governmental funds and governmental activities.

An annual appropriated budget is adopted for the General Fund. A budgetary comparison statement has been provided in order to demonstrate compliance with this budget.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the County. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support County programs.

Notes to financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information which is required to be disclosed by accounting principles generally accepted in the United States of America.

B. FINANCIAL HIGHLIGHTS

- As of the close of the current fiscal year, the total of liabilities and deferred inflows exceeded assets and deferred outflows by $(20,785,120) (i.e., net position), a change of $(2,807,848) in comparison to the prior year.

- As of the close of the current fiscal year, governmental funds reported combined ending fund balances of $4,240,113, a change of $600,278 in comparison to the prior year.

- At the end of the current fiscal year, the fund balance for the General Fund was $4,193,736, a change of $600,007 in comparison to the prior year.

C. GOVERNMENT-WIDE FINANCIAL ANALYSIS

The following is a summary of condensed government-wide financial data for the current and prior fiscal years.

NET POSITION

	Governmental Activities	
	2018	2017
Current assets	$ 7,870,006	$ 6,526,359
Noncurrent assets	47,670,360	48,941,905
Total assets	55,540,366	55,468,264
Deferred outflows of resources	11,471,380	10,639,636
Current liabilities	7,749,803	6,982,473
Noncurrent liabilities	79,389,701	67,743,530
Total liabilities	87,139,504	74,726,003
Deferred inflows of resources	657,362	358,695
Net position:		
Net investment in capital assets	21,544,485	20,266,951
Restricted	46,377	46,106
Unrestricted	(42,375,982)	(29,289,855)
Total net position	$ (20,785,120)	$ (8,976,798)

CHANGE IN NET POSITION

	Governmental Activities	
	2018	2017
Revenues:		
Program revenues:		
Charges for services	$ 16,777,412	$ 15,935,281
Operating grants and contributions	1,581,700	1,378,525
General revenues:		
County taxes	25,077,129	23,985,628
Investment income	70,225	35,511
Miscellaneous	793,311	706,319
Loss on disposals	(2,412)	(7,165)
Total revenues	44,297,365	42,034,099

(continued)

(continued)

CHANGE IN NET POSITION

	Governmental Activities	
	2018	2017
Expenses:		
General government	6,455,354	5,954,303
Public safety	3,429,982	2,819,862
Corrections	7,300,873	6,840,275
County farm	647,505	667,093
Human services	7,525,023	7,492,436
Cooperative extension	458,007	403,363
Economic development	1,340,874	825,825
Nursing home	18,914,901	17,068,312
Interest expense	1,032,694	906,526
Other	-	200,706
Total expenses	47,105,213	43,178,701
Change in net position	(2,807,848)	(1,144,602)
Net position - beginning of year, as restated for GASB 75 *	(17,977,272)	(7,832,196)
Net position - end of year	$ (20,785,120)	$ (8,976,798)

* Net position reported above for fiscal year 2017 was not restated to reflect the implementation of GASB 75, as the County applied GASB 75 prospectively.

As noted earlier, net position may serve over time as a useful indicator of the County's financial position. At the close of the most recent fiscal year, total net position was $(20,785,120), a change of $(2,807,848) from the prior year.

The largest portion of net position, $21,544,485, reflects our investment in capital assets (e.g., land, land improvements, buildings and improvements, and equipment and vehicles), less any related debt used to acquire those assets that is still outstanding. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of net position, $46,377, represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position is in a deficit, primarily a result of the implementation of GASB 68 and GASB 75 related to the net pension liability and the net OPEB liability.

Governmental activities. Governmental activities for the year resulted in a change in net position of $(2,807,848). Key elements of this change are as follows:

Governmental funds operating results	$ 600,278
Purchase of capital assets	398,901
Loss on disposals of capital assets	(8,974)
Principal debt service in excess of depreciation expense	887,608
Change in accrued interest liability	24,305
Change in compensated absence liability	(121,287)
Change in net pension liability and related deferrals	(891,659)
Change in net OPEB liability and related deferrals	(3,697,020)
Total	$ (2,807,848)

D. FINANCIAL ANALYSIS OF THE COUNTY'S FUNDS

As noted earlier, fund accounting is used to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing financing requirements. In particular, unassigned fund balance may serve as a useful measure of the County's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, governmental funds reported combined ending fund balances of $4,240,113, a change of $600,678 in comparison to the prior year. Key elements of this change are as follows:

General Fund operating results	$ 600,007
Nonmajor Governmental Funds operating results	271
Total	$ 600,278

The General Fund is the chief operating fund. At the end of the current fiscal year, unassigned fund balance of the General Fund was $2,272,580, while total fund balance was $4,193,736. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total budgeted expenditures. Refer to the table below.

General Fund	6/30/18	6/30/17	Change	Percentage of Total Budgeted Expenditures
Unassigned fund balance	$ 2,272,580	$ 1,619,257	$ 653,323	5.3%
Total fund balance	$ 4,193,736	$ 3,593,729	$ 600,007	9.9%

Included in the General Fund are the County's Delegation-voted reserve funds with the following balances:

	6/30/18	6/30/17	Change
Nursing Home Reserve	$ 59,306	$ 110,581	$ (51,275)
Dispatch Capital Reserve	158,110	153,401	4,709
Total	$ 217,416	$ 263,982	$ (46,566)

E. BUDGETARY HIGHLIGHTS

Differences between the original budget and the final budget resulted in an overall increase in appropriations of $87,648. This change relates to a use of prior year reserves (fund balance) for various purposes.

The total fund balance of all funds changed by $600,278 during the current fiscal year. Key factors in this change are as follows:

Revenues in excess of budget	$ 901,398
Expenditures less than appropriations	892,226
Budgetary results	1,793,624
Nonmajor governmental funds operating results	271
Use of fund balance - reduce taxes	(1,030,000)
Transfer to reserve funds	84,000
Use of reserves and restricted funds	(247,617)
GAAP basis results	$ 600,278

F. CAPITAL ASSETS AND DEBT

Capital assets. Total investment in capital assets for governmental activities at year-end amounted to $47,670,360 (net of accumulated depreciation). This investment in capital assets includes land, land improvements, buildings and improvements, and equipment and vehicles.

Additional information on capital assets can be found in the notes to financial statements.

Long-term debt. At the end of the current fiscal year, total bonded debt outstanding was $28,209,138, all of which was backed by the full faith and credit of the County.

Additional information on long-term debt can be found in the Notes to Financial Statements.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the County of Grafton, New Hampshire's finances for all those with an interest in the County's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

County of Grafton, New Hampshire

3855 Dartmouth College Highway

North Haverhill, New Hampshire 03774

COUNTY OF GRAFTON, NEW HAMPSHIRE

STATEMENT OF NET POSITION

JUNE 30, 2018

	Governmental Activities
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	
Current:	
Cash and short-term investments	$ 5,508,958
Restricted cash	403,027
Accounts receivable, net of allowances	1,547,089
Inventory	363,434
Other assets	47,500
Total Current Assets	7,870,006
Noncurrent:	
Capital Assets:	
Land	214,190
Capital assets, net of accumulated depreciation	47,456,170
Total Noncurrent Assets	47,670,360
TOTAL ASSETS	55,540,366
DEFERRED OUTFLOWS OF RESOURCES:	
Related to pension	5,055,745
Related to OPEB	4,317,490
Loss on bond refunding	2,098,145
Total Deferred Outflows of Resources	11,471,380
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	67,011,746
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	
Current:	
Accounts payable	3,069,631
Accrued expenses	527,246
Other liabilities	33,016
Accrued interest	424,545
Current portion of noncurrent liabilities:	
Bonds payable	2,654,581
Capital lease payable	14,882
Compensated absences	1,025,902
Total Current Liabilities	7,749,803
Noncurrent:	
Bonds payable, net of current portion	25,554,557
Compensated absences	471,109
Net pension liability	25,666,764
Net OPEB liability	27,697,271
Total Noncurrent Liabilities	79,389,701
TOTAL LIABILITIES	87,139,504
DEFERRED INFLOWS OF RESOURCES:	
Related to pension	653,543
Related to OPEB	3,819
Total Deferred Inflows of Resources	657,362
TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	87,796,866
NET POSITION	
Net investment in capital assets	21,544,485
Restricted for grants and other statutory restrictions	46,377
Unrestricted	(42,375,882)
TOTAL NET POSITION	$ (20,785,120)

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2018

	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Net (Expenses) Revenues and Change in Net Position: Governmental Activities
Governmental Activities:				
General government	$ 6,455,354	$ 1,155,018	$ 79,823	$ (5,220,513)
Public safety	3,429,982	1,313,935	-	(2,116,047)
Corrections	7,300,873	9,628	211,003	(7,080,242)
County farm	647,505	481,299	-	(166,206)
Human services	7,525,023	-	-	(7,525,023)
Cooperative extension	458,007	5,000	-	(453,007)
Economic development	1,340,874	-	1,290,874	(50,000)
Nursing home	18,914,901	13,812,532	-	(5,102,369)
Interest expense	1,032,694	-	-	(1,032,694)
Total Governmental Activities	$ 47,105,213	$ 16,777,412	$ 1,581,700	(28,746,101)
General Revenues:				
County taxes				25,077,129
Investment income				70,225
Miscellaneous				793,311
Loss on disposals				(2,412)
Total general revenues				25,938,253
Change in Net Position				(2,807,848)
Net Position:				
Beginning of year, as restated for GASB 75				(17,977,272)
End of year				$ (20,785,120)

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

BALANCE SHEET

JUNE 30, 2018

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS			
Cash and short-term investments	$ 5,298,191	$ 210,765	$ 5,508,956
Restricted cash	403,027	-	403,027
Accounts receivable, net of allowances	1,547,089	-	1,547,089
Inventory	363,434	-	363,434
Other assets	47,500	-	47,500
TOTAL ASSETS	$ 7,659,241	$ 210,765	$ 7,870,006
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	$ 2,905,243	$ 164,388	$ 3,069,631
Accrued expenses	527,246	-	527,246
Other liabilities	33,016	-	33,016
Total Liabilities	3,465,505	164,388	3,629,893
Fund Balances:			
Nonspendable	363,434	-	363,434
Restricted	174,740	46,377	221,117
Committed	217,416	-	217,416
Assigned	1,165,566	-	1,165,566
Unassigned	2,272,580	-	2,272,580
Total Fund Balances	4,193,736	46,377	4,240,113
TOTAL LIABILITIES AND FUND BALANCES	$ 7,659,241	$ 210,765	$ 7,870,006

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION

JUNE 30, 2018

Total governmental fund balances		$ 4,240,113
• Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		47,670,360
• Loss on debt refunding is deferred and amortized over the remaining life of the reissued debt.		2,098,145
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.		(424,545)
• Long-term liabilities not due and payable in the current period and, therefore, are not reported in the governmental funds:		
	Bonds payable	(28,209,138)
	Capital lease payable	(14,882)
	Compensated absences	(1,497,011)
	Net pension liability and related deferred outflows/inflows of resources	(21,264,562)
	Net OPEB liability and related deferred outflows/inflows of resources	(23,383,600)
Net position of governmental activities		$ (20,785,120)

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

GOVERNMENTAL FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES

FOR THE YEAR ENDED JUNE 30, 2018

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:			
County taxes	$ 25,077,129	$ -	$ 25,077,129
Nursing home	13,812,532	-	13,812,532
Charges for services	2,961,813	9,628	2,971,441
Intergovernmental	290,826	1,290,874	1,581,700
Investment income	70,225	-	70,225
Miscellaneous	755,125	3,473	758,598
Total Revenues	42,967,650	1,303,975	44,271,625
Expenditures:			
Current:			
General government	5,164,122	3,386	5,167,508
Public safety	2,777,729	-	2,777,729
Corrections	5,525,230	9,444	5,534,674
County farm	575,352	-	575,352
Human services	7,496,824	-	7,496,824
Cooperative extension	387,498	-	387,498
Economic development	50,000	1,290,874	1,340,874
Nursing home	16,389,177	-	16,389,177
Capital outlay	474,712	-	474,712
Debt service:			
Principal	2,470,000	-	2,470,000
Interest	1,056,999	-	1,056,999
Total Expenditures	42,367,643	1,303,704	43,671,347
Change in fund balance	600,007	271	600,278
Fund Balance, at Beginning of Year	3,593,729	46,106	3,639,835
Fund Balance, at End of Year	$ 4,193,736	$ 46,377	$ 4,240,113

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2018

Change in fund balances - governmental funds	$	600,278
• Governmental funds report capital asset purchases as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense:		
Capital outlay		398,901
Loss on disposals		(8,974)
Depreciation		(1,661,471)
• The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the financial resources of governmental funds. Neither transaction, however, has any effect on net position:		
Repayments of bonds payable		2,470,000
Amortization of bond premium		184,581
Amortization of loss on bond refunding		(149,868)
Repayments of capital lease payable		44,366
• In the Statement of Activities, interest is accrued on outstanding long-term debt, whereas in governmental funds interest is not reported until due.		24,305
• Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds:		
Compensated absences		(121,287)
Net pension liability and related deferred outflows/inflows of resources		(891,659)
Net OPEB liability and related deferred outflows/inflows of resources		(3,697,020)
Change in net position of governmental activities	$	(2,807,848)

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

GENERAL FUND

STATEMENT OF REVENUES AND OTHER SOURCES, AND EXPENDITURES AND OTHER USES - BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2018

	Budgeted Amounts				Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
	Original Budget	From Prior Years' Budgets	Approved Transfers	Final Budget		
Revenues:						
County taxes	$ 25,077,129	$ -	$ -	$ 25,077,129	$ 25,077,129	$ -
Nursing home	13,134,579	-	-	13,134,579	13,812,532	677,953
Charges for services	2,966,061	-	-	2,966,061	2,961,813	(4,248)
Intergovernmental	315,158	-	-	315,158	290,826	(24,332)
Investment income	26,800	-	-	26,800	70,225	43,425
Miscellaneous	546,525	-	-	546,525	755,125	208,600
Total Revenues	42,066,252	-	-	42,066,252	42,967,650	901,398
Expenditures:						
Current:						
General government	5,416,512	37,256	-	5,453,768	5,164,122	289,646
Public safety	3,107,819	7,314	(3,500)	3,111,633	2,777,729	333,904
Corrections	5,860,410	1,100	(158,000)	5,703,510	5,525,230	178,280
County farm	597,839	-	-	597,839	575,352	22,487
Human services	7,634,035	-	(113,605)	7,520,430	7,496,824	23,606
Cooperative extension	389,483	-	-	389,483	387,498	1,985
Economic development	50,000	-	-	50,000	50,000	-
Nursing home	16,098,439	36,983	271,605	16,405,027	16,389,177	15,850
Capital outlay	330,501	4,995	3,500	338,996	314,743	24,253
Debt service:						
Principal	2,470,000	-	-	2,470,000	2,470,000	-
Interest	1,059,214	-	-	1,059,214	1,056,999	2,215
Total Expenditures	43,012,252	87,648	-	43,099,900	42,207,674	892,226
Excess (deficiency) of revenues over expenditures before other financing sources (uses)	(946,000)	(87,648)	-	(1,033,648)	759,976	1,793,624
Other Financing Sources (Uses):						
Use of fund balance - reduce taxes	1,030,000	-	-	1,030,000	1,030,000	-
Use of fund balance - prior year reserves	-	87,648		87,648	87,648	-
Transfer to reserve funds	(84,000)	-	-	(84,000)	(84,000)	-
Total Other Financing Sources (Uses)	946,000	87,648	-	1,033,648	1,033,648	-
Excess of revenues and other sources over expenditures and other uses	$ -	$ -	$ -	$ -	$ 1,793,624	$ 1,793,624

The accompanying notes are an integral part of these financial statements.

COUNTY OF GRAFTON, NEW HAMPSHIRE

FIDUCIARY FUNDS

STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2018

	Agency Funds
ASSETS	
Cash and short-term investments	$ 85,938
TOTAL ASSETS	$ 85,938
LIABILITIES	
Due to others	$ 85,938
TOTAL LIABILITIES	$ 85,938

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

The accounting policies of the County of Grafton, New Hampshire (the "County") conform to Generally Accepted Accounting principles (GAAP) as applicable to governmental units. The following is a summary of the more significant policies:

A. *Reporting Entity*

The County is a municipal corporation governed by an elected Board of Commissioners. As required by Generally Accepted Accounting Principles, these financial statements present the County and applicable component units for which the County is considered to be financially accountable. In fiscal year 2018, it was determined that no entities met the required GASB 14 (as amended) criteria of component units.

B. *Government-wide and Fund Financial Statements*

Government-wide Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the County. The effect of interfund activity has been removed from these statements.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Fund Financial Statements

Separate financial statements are provided for governmental funds and fiduciary funds, even though the latter is excluded from the government-wide financial statements. Major individual governmental funds are reported as separate columns in the fund financial statements.

C. *Measurement Focus, Basis of Accounting, and Financial Statement Presentation*

Government-wide Financial Statements

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. The effect of interfund activity has been eliminated from the government-wide financial statements.

Fund Financial Statements

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Generally, all other revenue items are considered to be measurable and available only when cash is received by the County. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, certain expenditures, such as debt service, compensated absences, claims and judgments, and pension and OPEB are recorded as expenditures only when they are due.

Major Governmental Funds

- The *General Fund* is the County's primary operating fund. It accounts for all financial resources of the County, except those required to be accounted for in another fund.

Nonmajor Governmental Funds

Nonmajor governmental funds include special revenue funds that account for grants.

Fiduciary Funds

Fiduciary funds are reported using the *economic resources measurement focus* and the accrual *basis of accounting.* Under this method, revenues are recognized when earned and expenses are recorded when liabilities are incurred. Agency funds are categorized as fiduciary funds and used to account for funds held by the County on behalf of others (e.g., inmate funds and patient funds).

D. *Cash and Short-Term Investments*

Cash balances from all funds, except those required to be segregated by law, are combined to form a consolidation of cash. Cash balances are invested to the extent available, and interest earnings are recognized in the General Fund. Certain special revenue and fiduciary funds segregate cash, and investment earnings become a part of those funds.

Deposits with financial institutions consist primarily of demand deposits. A cash and investment pool is maintained that is available for use by all funds. Each fund's portion of this pool is reflected on the combined financial statements under the caption "cash and short-term investments". The interest earnings attributable to each fund type are included under investment income.

E. *Inventory*

Inventory is valued at cost using the first-in/first-out (FIFO) method. Inventory includes dietary, housekeeping, and supplies for use at the nursing home, maintenance supplies, and corrections supplies.

F. *Capital Assets*

Capital assets, which include land, land improvements, buildings and improvements, and equipment and vehicles, are reported in the government-wide financial statements. Capital assets are defined by the County as assets with a grouped cost of more than $500 for assets acquired for use in the Nursing Home, and $5,000 for all other assets, and an estimated useful life in excess of three years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets is included as part of the capitalized value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Land improvements	20
Buildings and improvements	20 - 40
Equipment and vehicles	3 - 20

G. *Compensated Absences*

It is the County's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vested sick and vacation pay is accrued when incurred in the government-wide and fiduciary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

H. *Long-Term Liabilities*

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the governmental activities Statement of Net Position.

I. *Fund Equity*

Fund equity at the governmental fund financial reporting level is classified as "fund balance". Fund equity for all other reporting is classified as "net position".

Fund Balance - Generally, fund balance represents the difference between current assets/deferred outflows and current liabilities/deferred inflows. The County reserves portions of fund balance that are legally segregated for a specific future use or which do not represent available, spendable resources and, therefore, are not available for appropriation or expenditure. Unassigned fund balance indicates that portion of fund balance that is available for appropriation in future periods.

When an expenditure is incurred that would qualify for payment from multiple fund balance types, the County uses the following order to liquidate liabilities: restricted, committed, assigned, and unassigned.

Net Position - Net position represents the difference between assets/ deferred outflows and liabilities/deferred inflows. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction, or improvement of those assets. Net position is reported as restricted when there are limitations imposed on use either through enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. The remaining net position is reported as unrestricted.

J. Fund Balance Policy

There is no rule or law in New Hampshire that governs the level of fund balance for counties. However, by looking at other guidelines that exist and by comparing the County to other counties in the state and in other states, the County arrived at a policy that fits the County's needs and standards:

1) The NH Department of Revenue Administration recommends that municipalities maintain a fund balance that represents between 5% and 10% of its total annual appropriations, including municipal, school, and county obligations.

2) The Government Finance Officer Association recommends as a best practice that "general-purpose governments, regardless of size, maintain unrestricted fund balance in their General Fund of no less than two months of regular General Fund operating revenues or regular General Fund operating expenditures. Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the General Fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the General Fund at any one time". Two months of operating revenues for operations funded by the General Fund for the County is approximately $7 million, which is about 17% of budgeted appropriations.

Through this fund balance policy, the County will endeavor to achieve and maintain an undesignated fund balance that is between 8% and 17% of its annual budgeted appropriations, which represents one to two months of operations.

K. Use of Estimates

The preparation of basic financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures for contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenditures/expenses during the fiscal year. Actual results could vary from estimates used.

2. Stewardship, Compliance, and Accountability

A. Budgetary Information

The County follows the following procedures for establishing the budgetary data reflected in the basic financial statements:

- Prior to May 1st, County departments submit to the County Commissioners a proposed budget for the fiscal year commencing the following July 1. The budget includes proposed expenditures and the means of financing them.
- Hearings are conducted by the County Commissioners prior to the County's budget meeting to discuss the proposed budget.
- The budget is legally enacted by the County Delegation prior to September 1st.
- Appropriations for certain projects and specific items not fully expended at the fiscal year-end are carried forward as continued appropriations to the new fiscal year in which they supplement the appropriations of that year.
- The budgets for all departments and operations of the County are prepared under the direction of the County Commissioners. Original appropriations are acted upon by the County Delegation vote.
- A copy of the budget is published in the Annual Report of the County of Grafton, New Hampshire.

B. *Budgetary Basis*

The final appropriation appearing on the "Budget and Actual" page of the fund financial statements represents the final amended budget after all reserve fund and line item transfers.

C. *Budget/GAAP Reconciliation*

The budgetary data for the General Fund is based upon accounting principles that differ from Generally Accepted Accounting Principles (GAAP). Therefore, in addition to the GAAP basis financial statements, the results of operations are presented in accordance with budgetary accounting principles to provide a meaningful comparison to budgetary data.

The following is a summary of adjustments made to actual revenues and other sources, and expenditures and other uses, to conform to the budgetary basis of accounting.

General Fund	Revenues and Other Financing Sources	Expenditures and Other Financing Uses
Revenues/Expenditures - (GAAP Basis)	$ 42,967,650	$ 42,367,643
To reverse unbudgeted use of Deeds Surcharge restricted funds	-	(28,238)
To reverse use of reserve funds:		
Nursing Home Reserve	-	(101,613)
Dispatch Capital Reserve	-	(30,118)
Budgetary Basis	$ 42,967,650	$ 42,207,674

3. Cash and Short-Term Investments

Custodial Credit Risk - Deposits. Custodial credit risk is the risk that in the event of a bank failure, the County's deposits may not be returned to it. RSA 29:1 limits deposits as follows "deposit in any one bank shall not at any time exceed the sum of its paid-up capital and surplus." The County does not have a deposit policy for custodial credit risk.

As of June 30, 2018, none of the County's bank balance was exposed to custodial credit risk as uninsured or uncollateralized.

4. Restricted Cash

Restricted cash represents cash and cash equivalents where use is limited by legal requirements. Within the General Fund, the restricted cash amount of $403,027 is composed of amounts from the Nursing Home Capital Reserve, the Registry of Deeds Surcharge Fund, the Dispatch Capital Reserve, and the Pandemic Fund.

5. Allowance for Doubtful Accounts and Contractual Allowances

The allowance for doubtful accounts for Nursing Home receivables has been estimated at approximately $83,000 at June 30, 2018. Nursing Home receivables are also reported net of contractual allowances.

6. Capital Assets

Capital asset activity for the year ended June 30, 2018 was as follows (in thousands):

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities:				
Capital assets, being depreciated:				
Land improvements	$ 2,809	$ -	$ -	$ 2,809
Buildings and improvements	57,090	132	-	57,222
Equipment and vehicles	4,848	267	(144)	4,971
Total capital assets, being depreciated	64,747	399	(144)	65,002
Less accumulated depreciation for:				
Land improvements	(1,043)	(45)	-	(1,088)
Buildings and improvements	(11,846)	(1,219)	-	(13,065)
Equipment and vehicles	(3,130)	(398)	135	(3,393)
Total accumulated depreciation	(16,019)	(1,662)	135	(17,546)
Total capital assets, being depreciated, net	48,728	(1,263)	(9)	47,456
Capital assets, not being depreciated:				
Land	214	-	-	214
Total capital assets, not being depreciated	214	-	-	214
Governmental activities capital assets, net	$ 48,942	$ (1,263)	$ (9)	$ 47,670

Depreciation expense was charged to functions of the County as follows (in thousands):

Governmental Activities:	
General government	$ 345
Public safety	180
Corrections	677
County farm	67
Nursing home	393
Total depreciation expense - governmental activities	$ 1,662

7. Deferred Outflows of Resources

Deferred outflows of resources represent the consumption of net position by the County that is applicable to future reporting periods. Deferred outflows of resources have a positive effect on net position, similar to assets. Deferred outflows of resources related to pension and OPEB, in accordance with GASB Statements No. 68 and No. 75, are more fully discussed in the corresponding pension and OPEB notes. Other deferred outflows of resources consist of loss on bond refunding.

8. Anticipation Notes Payable

At June 30, 2018, the County had no anticipation lines of credit available. The following summarizes notes payable activity during fiscal year 2018:

Purpose	Issue Amount	Issue Date	Interest Rate	Balance Beginning of Year	Advances	Repayments	Balance End of Year
Tax anticipation	$ 10,000,000	07/27/17	1.29%	$ -	$ 6,250,000	$ (6,250,000)	$ -
Total				$ -	$ 6,250,000	$ (6,250,000)	$ -

On August 23, 2018, the County issued a $10,000,000 tax anticipation note with a maturity date of December 28, 2018 and an interest rate of 2.40%.

9. Capital Lease Obligations

The County is the lessee of certain equipment under capital leases expiring in fiscal year 2019. Future minimum lease payments under the capital leases totaled approximately $15,000 at June 30, 2018.

Equipment financed by capital leases totaling $174,942 is reported in capital assets net of $102,769 accumulated depreciation.

10. Long-Term Liabilities

General Obligation Bonds

The County issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for governmental activities. General obligation bonds currently outstanding are as follows:

Governmental Activities	Serial Maturities Through	Interest Rate(s) %	Amount Outstanding as of 6/30/18
Nursing Home Additions and Renovations	09/01/23	3.00 - 4.30%	$ 3,625,000
Fire sprinkler system water tank	01/01/19	4.50 - 5.00%	95,000
Jail construction - 2010	12/01/20	3.00 - 4.00%	2,625,000
Jail construction - 2011	01/01/22	3.00 - 4.00%	3,100,000
2016 General Obligation Refunding bonds	07/01/31	2.50 - 5.00%	16,180,000
Total Governmental Activities			$ 25,625,000

Future Debt Service

The annual payments to retire all general obligation long-term debt outstanding as of June 30, 2018 are as follows:

	Principal	Interest	Total
2019	$ 2,470,000	$ 955,600	$ 3,425,600
2020	2,375,000	871,263	3,246,263
2021	2,375,000	783,381	3,158,381
2022	2,345,000	695,588	3,040,588
2023	2,350,000	596,363	2,946,363
2024 - 2028	8,105,000	2,013,950	10,118,950
2029 - 2032	5,605,000	472,250	6,077,250
Total	$ 25,625,000	$ 6,388,395	$ 32,013,395

The General Fund has been designated as the source that will repay the general obligation long-term debt outstanding as of June 30, 2018.

Changes in General Long-Term Liabilities

During the year ended June 30, 2018, the following changes occurred in long-term liabilities (in thousands):

	Total Balance 7/1/17	Additions	Reductions	Total Balance 6/30/18	Less Current Portion	Equals Long-Term Portion 6/30/18
Governmental Activities						
Bonds payable	$ 28,095	$ -	$ (2,470)	$ 25,625	$ (2,470)	$ 23,155
Bond premium	2,769	-	(185)	2,584	(185)	2,399
Subtotal	30,864	-	(2,655)	28,209	(2,655)	25,554
Capital lease payable	59	-	(44)	15	(15)	-
Compensated absences	1,376	121	-	1,497	(1,026)	471
Net pension liability	28,406	-	(2,739)	25,667	-	25,667
Net OPEB liability	10,686	17,011	-	27,697	-	27,697
Totals	$ 71,391	$ 17,132	$ (5,438)	$ 83,085	$ (3,696)	$ 79,389

On October 14, 2016, the County issued general obligation bonds in the amount of $16,180,000 with a variable interest rate ranging from 2.50% to 5.00% to advance refund $16,500,000 of term bonds with an interest rate of 3.00% to 4.75%. The term bonds mature on December 1, 2030 and January 1, 2032 and are callable on December 1, 2020 and January 1, 2022, respectively. The general obligation bonds were issued at 3.00% and, after paying issuance costs of $200,706, the net proceeds were $18,948,719. The net proceeds from the issuance of the general obligation bonds were used to purchase U.S. government securities and those securities were deposited in an irrevocable trust with an escrow agent to provide debt service payments until the term bonds are called on December 1, 2020 and January 1, 2022, respectively. The advance refunding met the requirements of an in-substance debt defeasance and the term bonds were removed from the County's financial statements.

As a result of the advance refunding, the County decreased its total debt service cash flow requirements by $875,596, which resulted in an economic gain (difference between the present value of the debt service payments on the old and new debt) of $638,904.

Defeased debt still outstanding at June 30, 2018 is $16,500,000.

11. Deferred Inflows of Resources

Deferred inflows of resources are the acquisition of net position by the County that is applicable to future reporting periods. Deferred inflows of resources have a negative effect on net position, similar to liabilities. Deferred inflows of resources related to pension and OPEB will be recognized as expense in future years and are more fully described in the corresponding pension and OPEB notes.

12. Governmental Funds - Balances

Fund balances are segregated to account for resources that are either not available for expenditure in the future or are legally set aside for a specific future use.

The County has implemented GASB Statement No. 54 (GASB 54), *Fund Balance Reporting and Governmental Fund Type Definitions*, which enhances the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying existing governmental fund type definitions.

The following types of fund balances are reported at June 30, 2018:

Nonspendable - Represents amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. This fund balance classification includes General Fund reserves for prepaid expenditures and nonmajor governmental fund reserves for the principal portion of permanent trust funds.

Restricted - Represents amounts that are restricted to specific purposes by constraints imposed by creditors, grantors, contributors, or laws or regulations of other governments, or constraints imposed by law through constitutional provisions or enabling legislation. This fund balance classification includes General Fund encumbrances funded by bond issuances, various special revenue funds, and the income portion of permanent trust funds.

Committed - Represents amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the County's highest level of decision-making authority. This fund balance classification includes General Fund encumbrances for non-lapsing special article appropriations approved by the Delegation and reserve funds.

Assigned - Represents amounts that are constrained by the County's intent to use these resources for a specific purpose. This fund balance classification includes General Fund encumbrances that have been established by County departments for the expenditure of current year budgetary financial resources upon vendor performance in the subsequent budgetary period, and surplus set aside to be used in the subsequent year's budget.

Unassigned - Represents amounts that are available to be spent in future periods and deficit funds.

The following is a summary of fund balances at June 30, 2018:

	General Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:			
Inventory	$ 363,434	$ -	$ 363,434
Total Nonspendable	363,434	-	363,434
Restricted:			
Deeds surcharge account	174,740	-	174,740
Unexpended grant funds	-	46,377	46,377
Total Restricted	174,740	46,377	221,117
Committed:			
Delegation voted reserves:			
Nursing Home Reserve	59,306	-	59,306
Dispatch Capital Reserve	158,110	-	158,110
Total Committed	217,416	-	217,416
Assigned:			
Commissioner voted encumbrances	115,566	-	115,566
Use of fund balance in subsequent year budget	1,050,000	-	1,050,000
Total Assigned	1,165,566	-	1,165,566
Unassigned:			
Remaining fund balance	2,272,580	-	2,272,580
Total Unassigned	2,272,580	-	2,272,580
Total Fund Balances	$ 4,193,736	$ 46,377	$ 4,240,113

13. New Hampshire Retirement System (GASB 68)

The County follows the provisions of GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27,* with respect to the State of New Hampshire Retirement System (NHRS).

Plan Description

Full-time employees participate in the State of New Hampshire Retirement System, a cost-sharing, multiple-employer defined benefit contributory pension plan and trust established in 1967 by RSA 100-A:2 and qualified as a tax-exempt organization under Section 401(a) and 501(a) of the Internal Revenue Code. The plan is a contributory, defined benefit plan providing service, disability, death, and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters, and permanent police officers within the State of New Hampshire are eligible and required to participate in the system. Full-time employees of political subdivisions, including

counties, municipalities, and school districts are also eligible to participate as a group if the governing body of the political subdivision has elected participation.

The New Hampshire Retirement System, a Public Employees Retirement System (PERS), is divided into two membership groups. State or local employees and teachers belong to Group I. Police officers and firefighters belong to Group II. All assets are held in a single trust and are available to each group. Additional information is disclosed in the NHRS' annual report publicly available from the New Hampshire Retirement System located at 54 Regional Drive, Concord, New Hampshire 03301-8507.

Benefits Provided

Group 1 benefits are provided based on creditable service and average final salary for the highest of either three or five years, depending on when service commenced.

Group II benefits are provided based on age, years of creditable service, and a benefit multiplier depending on vesting status as of January 1, 2012. The maximum retirement allowance for Group II members vested by January 1, 2012 (45 years of age with 20 years of service or age 60 regardless of years of creditable service) is the average final compensation multiplied by 2.5% multiplied by creditable service. For Group II members not vested by January 1, 2012, the benefit is calculated the same way but the multiplier used in the calculation will change depending on age and years of creditable service, as follows:

Years of creditable service as of January 1, 2012	Minimum Age	Minimum Service	Benefit Multiplier
At least 3 but less than 10 years	46	21	2.4%
At least 6 but less than 8 years	47	22	2.3%
At least 4 but less than 6 years	48	12	2.2%
Less than 4 years	49	24	2.1%

Contributions

Plan members are required to contribute a percentage of their gross earnings to the pension plan, for which the contribution rates are 7% for employees and 11.55% for sheriff's deputies and correctional officers. The County makes annual contributions to the pension plan equal to the amount required by Revised Statutes Annotated 100-A:16, and range from 11.08% to 27.79% of covered compensation. The County's contribution to NHRS for the year ended June 30, 2018 was $2,111,746, which was equal to its annual required contribution.

Summary of Significant Accounting Policies

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the NHRS and additions to/deductions from NHRS's fiduciary net position have been determined on the same basis as they are reported by NHRS. For this purpose, benefit payments (including refunds of

employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2018, the County reported a liability of $25,666,764 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2016. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined.

At the most recent measurement date of June 30, 2017, the County's proportion was .52189510%, which was a decrease of .01229055% from its previous year proportion.

For the year ended June 30, 2018, the County recognized pension expense of $2,891,904. In addition, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 58,197	$ 326,664
Changes of assumptions	2,577,282	-
Net difference between projected and actual earnings on pension plan investments	-	326,879
Changes in proportion and differences between contributions and proportionate share of contributions	308,520	-
Contributions subsequent to the measurement date (fiscal year 2018)	2,111,746	-
Total	$ 5,055,745	$ 653,543

Deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in expense as follows:

Year ended June 30:	
2019	$ (641,726)
2020	(1,239,580)
2021	(921,298)
2022	512,148
Total	$ (2,290,456)

Actuarial Assumptions

The total pension liability in the June 30, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.5 percent per year
Salary increases	5.6 percent average, including inflation
Investment rate of return	7.25 percent, net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 Employee generational mortality table for males and females, adjusted for mortality improvements using Scale MP-2015, based on the last experience study.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of the most recent actuarial experience study.

The long-term expected rate of return on pension plan investments was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major class are summarized in the following table:

Asset Class	Target Allocation Percentage	Weighted Average Average Long-Term Expected Real Rate of Return
Large Cap Equities	22.50 %	4.25%
Small/Mid Cap Equities	7.50	4.50%
Total domestic equities	30.00	
Int'l Equities (*unhedged*)	13.00	4.75%
Emerging Int'l Equities	7.00	6.25%
Total international equities	20.00	
Core Bonds	5.00	0.64%
Short Duration	2.00	-0.25%
Global Multi-Sector Fixed Income	11.00	1.71%
Absolute Return Fixed Income	7.00	1.08%
Total fixed income	25.00	
Private Equity	5.00	6.25%
Private Debt	5.00	4.75%
Opportunistic	5.00	3.68%
Total alternative investments	15.00	
Real Estate	10.00	3.25%
Total	100.00 %	

Discount Rate

The discount rate used to measure the total pension liability was 7.25%. This is a decrease of .50% from the previous valuation and has contributed to the significant deferred outflow of resources balance for changes of assumptions. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. For purposes of the projection, member contributions and employer service cost contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the pension plan's actuarial funding policy and as required by RSA 100-A:16. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the County's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage-point lower (6.25%) or one percentage-point higher (8.25%) than the current rate:

1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
$ 33,814,673	$ 25,666,764	$ 18,989,875

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued NHRS financial report.

14. Other Post-Employment Benefits – OPEB (GASB 75)

GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, replaces the requirements of Statement No. 45, Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. GASB Statement No. 75 establishes standards for recognizing and measuring assets, liabilities, deferred outflows/inflows of resources, and expenditures related to other post-employment benefits (OPEB) liabilities and identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value, and attribute that present value to periods of employee service.

County of Grafton OPEB Plan

The following disclosures are based on a measurement date of July 1, 2017, determined on an actuarial valuation as of that date.

Plan Description

The County provides post-employment healthcare benefits for retired employees through the County's plan. The County pays 100% of the healthcare premiums. The OPEB plan is not administered through a trust that meets the criteria in paragraph 4 of GASB 75.

Benefits Provided

The County provides post-employment healthcare benefits to certain eligible retirees.

Membership Data

As of July 1, 2016, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	83
Active employees	291
Total participants covered by OPEB plan	374

Actuarial Assumptions and Other Inputs

The total OPEB liability of $26,486,918 was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Discount rate	3.58%
Salary increases	2.00%
Healthcare cost trend rates	
Current year trend (Pre 65/ Post 65)	(1.03%) / 7.66%
Second year trend	9.50%
Decrement	0.50%
Ultimate trend	5.00%
Year ultimate trend is reached	2028

The discount rate was based on the index provided by Bond Buyer 20-Bond General Obligation Index based on the 20 year AA municipal bond rate as of July 1, 2017.

Mortality rates were based on the RP-2000 Combined Healthy Participant Table Projected 10 Years using Projection Scale AA.

Changes in the Total OPEB Liability

Total OPEB liability at July 1, 2017	$	18,405,319
Service cost		1,047,889
Benefit payments		(296,461)
Interest		730,284
Assumption changes and differences between expected and actual experience		4,140,723
Change in actuarial cost method		2,459,164
Total OPEB liability at June 30, 2018	$	26,486,918

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability, as well as what the total OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

	1% Decrease 2.58%	Discount Rate 3.58%	1% Increase 4.58%
Total OPEB liability	$ 30,934,407	$ 26,486,918	$ 23,039,853

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability, as well as what the total OPEB liability would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates:

	1% Decrease	Healthcare Cost Trend Rate	1% Increase
Total OPEB liability	$21,831,804	$26,486,918	$32,618,712

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2018, the County recognized OPEB expense of $2,827,647. At June 30, 2018, the County reported deferred inflows and outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change in benefit terms	-	-
Differences between expected and actual experience and actuarial assumption changes	4,140,723	-
Net difference between projected and actual investment earnings	-	-
Total	$ 4,140,723	$ -

Amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in expense as follows:

Year ended June 30:	
2019	$ 415,377
2020	415,377
2021	415,377
2022	415,377
2023	415,377
Thereafter	2,063,838
Total	$ 4,140,723

New Hampshire Retirement System Medical Subsidy Plan

Plan Description

In addition to the County's OPEB plan discussed above, the County participates in the New Hampshire Retirement System's (NHRS) Medical Subsidy Plan (MSP). The NHRS MSP is a cost-sharing, multiple-employer other post-employment benefit plan for retiree health insurance subsidies. Benefit amounts and eligibility requirements are set by state law, and members are designated by type. The four membership types are Group II Police Officer and Firefighters, Group I Teachers, Group I Political Subdivision Employees and Group I State Employees.

Benefits Provided

NHRS MSP provides a medical insurance subsidy to qualified retired members. The medical subsidy is a payment made by NHRS to the former employer or their insurance administrator toward the cost of health insurance for a qualified retiree, his/her qualified spouse, and his/her certifiably dependent children with a disability who are living in the household and being cared for by the retiree. Under specific conditions, the qualified beneficiaries of members who die while in service may also be eligible for the medical subsidy. The eligibility requirements for receiving MSP benefits differ for Group I and Group II members. The monthly MSP rates are:

1 Person - $375.56
2 Person - $751.12
1 Person Medicare Supplement - $236.84
2 Person Medicare Supplement - $473.68

Actuarial Assumptions and Other Inputs

The County's proportionate share of the NHRS MSP OPEB liability as of June 30, 2018 is based upon an actuarial valuation performed as of June 30, 2016 (rolled forward to June 30, 2017) using a measurement date of June 30, 2017. The actuarial valuation used the following actuarial assumptions:

Price inflation	2.50%
Wage inflation	3.25%
Salary increases	5.60%
Investment rate of return	7.25%
Discount rate	7.25%

Mortality rates were based on the RP-2014 healthy annuitant and employee generational mortality tables for males and females with credibility adjustments, adjusted for fully generational mortality improvements using scale MP-2015, based on the last experience study.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of the most recent experience study, which was for the period July 1, 2010 – June 30, 2015.

Net OPEB Liability, Expense, and Deferred Outflows and Inflows

The County's proportionate share of the net OPEB liability for the NHRS MSP as of the measurement date of June 30, 2017 was $1,210,353.

For the year ended June 30, 2018, the County recognized expense related to the NHRS MSP of $89,739. At June 30, 2018, the County reported related deferred inflows and outflows of resources as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions subsequent to the measurement date	$ 176,699	$ -
Change in benefit terms	-	-
Difference between expected and actual experience	-	-
Change in proportion	68	-
Change in assumptions	-	-
Net difference between projected and actual investment earnings	-	3,819
Total	$ 176,767	$ 3,819

Contributions subsequent to the measurement date and before the end of the fiscal year will be included as a reduction of the net OPEB liability in fiscal year 2019.

Amounts reported as deferred outflows and inflows of resources will be recognized in expense as follows:

Year Ended June 30:	
2019	$ 1,250
2020	1,250
2021	1,251
Total	$ 3,751

Sensitivity of the Net NHRS Medical Subsidy OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate:

1% Decrease to 6.25%	Current Discount Rate 7.25%	1% Increase to 8.25%
$ 1,317,224	$ 1,210,353	$ 1,117,757

Consolidation of OPEB Liabilities and Related Deferred Outflows and Inflows

The following consolidates the County's total OPEB liability and related deferred outflows/inflows, and the County's proportionate share of the NHRS Medical Subsidy net OPEB liability and related deferred outflows/inflows at June 30, 2018:

	Net OPEB Liability	Total Deferred Outflows of Resources	Total Deferred Inflows of Resources
County OPEB Plan	$ 26,486,918	$ 4,140,723	$ -
NHRS Medical Subsidy Plan	1,210,353	176,767	3,819
Total	$ 27,697,271	$ 4,317,490	$ 3,819

15. Commitments and Contingencies

Outstanding Legal Issues – On an ongoing basis, there are typically pending legal issues in which the County is involved. The County's management is of the opinion that the potential future settlement of these issues would not materially affect its financial statements taken as a whole.

Grants - Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the County expects such amounts, if any, to be immaterial.

16. Beginning Net Position Restatement

The beginning (July 1, 2017) net position of the County has been restated in order to implement GASB 75.

	Governmental Activities
As previously reported	$ (8,976,798)
Restate for implementation of GASB 75	(9,000,474)
As restated	$ (17,977,272)

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF PROPORTIONATE SHARE
OF THE NET PENSION LIABILITY (GASB 68)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2018

(Unaudited)

New Hampshire Retirement System

Fiscal Year	Measurement Date	Proportion of the Net Pension Liability	Proportionate Share of the Net Pension Liability	Covered Payroll	Proportionate Share of the Net Pension Liability as a Percentage of Covered Payroll	Plan Fiduciary Net Position Percentage of the Total Pension Liability
June 30, 2015	June 30, 2014	0.50926609%	$ 19,115,739	$ 12,936,696	147.76%	66.32%
June 30, 2016	June 30, 2015	0.51020249%	$ 20,211,810	$ 13,421,888	150.59%	65.47%
June 30, 2017	June 30, 2016	0.53418565%	$ 28,405,831	$ 14,276,178	198.97%	58.30%
June 30, 2018	June 30, 2017	0.52189510%	$ 25,666,764	$ 14,163,311	181.22%	62.66%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF PENSION CONTRIBUTIONS (GASB 68)

REQUIRED SUPPLEMENTARY INFORMATION

JUNE 30, 2018

(Unaudited)

New Hampshire Retirement System

Fiscal Year	Measurement Date	Contractually Required Contribution	Contributions in Relation to the Contractually Required Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contributions as a Percentage of Covered Payroll
June 30, 2015	June 30, 2014	$ 1,652,177	$ (1,652,177)	$ -	$ 13,421,888	12.31%
June 30, 2016	June 30, 2015	$ 1,810,593	$ (1,810,593)	$ -	$ 14,276,178	12.68%
June 30, 2017	June 30, 2016	$ 2,023,429	$ (2,023,429)	$ -	$ 14,163,311	14.29%
June 30, 2018	June 30, 2017	$ 2,111,747	$ (2,111,747)	$ -	$ 14,935,882	14.14%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (GASB 75)

JUNE 30, 2018

(Unaudited)

		New Hampshire Retirement System Medical Subsidy				
Fiscal Year	Measurement Date	Proportion of the Net OPEB Liability	Proportionate Share of the Net OPEB Liability	Covered Payroll	Proportionate Share of the Net OPEB Liability as a Percentage of Covered Payroll	Plan Fiduciary Net Position Percentage of the Net OPEB Liability
June 30, 2018	June 30, 2017	0.26471197%	$1,210,353	$ 14,935,882	8.10%	7.91%

Schedules are intended to show information for 10 years. Additional years will be displayed as they become available.

See Independent Auditors' Report.

COUNTY OF GRAFTON, NEW HAMPSHIRE

SCHEDULES OF CHANGES IN THE TOTAL OPEB LIABILITY AND CONTRIBUTIONS (GASB 75)
REQUIRED SUPPLEMENTARY INFORMATION
(Unaudited)

Grafton County OPEB Plan *

Changes in Total OPEB Liability

	2018
Changes:	
Service cost	$ 1,047,889
Benefit payments, including refunds of member contributions	(296,461)
Interest on unfunded liability - time value of money	730,284
Changes of benefit terms	-
Assumption changes and difference between actual and expected experience	4,140,723
Change in actuarial cost method	2,459,164
Net change in total OPEB liability	8,081,599
Total OPEB liability - beginning	18,405,319
Total OPEB liability - ending	$ 26,486,918
Covered employee payroll	$ 12,822,264
Total OPEB liability as a percentage of covered employee payroll	206.57%

Schedule of Contributions

	2018
Actuarially determined contribution	$ 2,927,524
Contributions in relation to the actuarially determined contribution	(496,427)
Contribution deficiency (excess)	$ 2,431,097
Covered employee payroll	$ 12,822,264
Contributions as a percentage of covered employee payroll	22.83%

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

* Does not include New Hampshire Retirement System Medical Subsidy.

See notes to financial statements for summary of significant actuarial methods and assumptions and Independent Auditors' Report.

Grafton County Telephone Directory
3855 Dartmouth College Hwy.
North Haverhill, NH 03774

Located in the Admin Building	
Commissioners' Office	787-6941
Treasurer's Office	787-6941
Human Resources Dept.	787-2034
Human Services Dept.	787-2033
Cooperative Extension Office	787-6944
Register of Deeds	787-6921
Information Technology	787-2043
Maintenance	787-2700
Nursing Home	787-6971
Grafton County Farm	787-2755
Department of Corrections	787-6767
Alternative Sentencing	787-2042
Located at the Courthouse	
Sheriff's Dept.-Non Emergency	787-2111
Sheriff's Dept. - **Emergency**	787-6911
	And 800-564-6911
County Attorney's Office	787-6968
Victim/Witness Department	787-2040
Probation and Parole (State)	787-6900
Superior Court & Circuit Court	1-855-212-1234
Grafton County Conservation District	353-4652
19 Archertown Road, Suite 1, Lyme	Ext. 103
No. Haverhill Office, Wednesdays Only	787-6973

Grafton County Department of Corrections
3787 Dartmouth College Highway ~ North Haverhill, NH 03774
Phone (603)787-6767 – Fax (603)787-6011

Grafton County Commissioners

- **DISTRICT 1:** Commissioner Wendy A. Piper
- **DISTRICT 2:** Commissioner Linda D. Lauer
- **DISTRICT 3:** Commissioner Marcia Morris

Julie L. Libby

[redacted]

Executive Profile

High-performing Executive with 20 years of experience in financial, administrative and personnel management. In-depth knowledge of accounting operations at all levels. Demonstrated proficiency in management, budgeting and program management.

Skill Highlights

- Financial management
- Leadership/communication skills
- Fundamental Accounting Knowledge
- Efficient, detail-oriented and highly organized.
- Background in budget development and analysis
- Strong interpersonal skills

Professional Experience

07/2002 - Current

Grafton County North Haverhill, NH

Executive Director.

Responsible for the overall financial, administrative and personnel management of Grafton County. The County has a budget of $36M and 425 employees. Duties include: Oversees and coordinates all activities of the Nursing Home, Department of Corrections, Human Services Department, Human Resources Department, County Farm, Maintenance Department, and the Commissioners' Office. Responsible for implementing decisions of the County Commissioners and for assuring compliance with all laws, statutes, rules, regulations, and policies governing county activities, administration, and monies. Administers the Commissioners' Office and supervises Commissioners' Office staff and operation including managing AP, AR and PR.

10/1993 - 07/2002

Grafton County North Haverhill, NH

Finance Director

Responsible for the overall financial management of Grafton County. Duties included: managing AP, AR and payroll; reconciliation of all bank accounts; reconciliation of general ledger accounts, close-out month and year. Prepare 1099's. Assist with annual audit.

05/1991 - 10/1993

Grafton County North Haverhill, NH

Bookkeeper

Duties included: AP, AR and was cross-trained in Payroll functions.

01/1988 - 04/1991

Woodsville Guaranty Savings Bank Woodsville, NH

Teller, Bookkeeper

Provided the bank with a dependable part-time employee. Held various positions such as teller, bookkeeping department clerk and proof operator. Eagerly learned new jobs within the bank.

Education

1991 **Champlain College**, Burlington, VT, USA

Accounting

Associates

3.72 GPA
Graduated Magna Cum Laude
Dean's List, All semesters
Worked part-time and volunteered as a tax assistant while maintaining a full course load

1989 **Woodsville High School**, Woodsville , NH, USA

High school diploma
National Honor Society
Student Council
Field Hockey, Soccer, Basketball
Yearbook Co-editor

Awards

- Leadership NH Graduate - Class of 2003
- The Union Leader's 40 Under Forty Recipient - 2004
- Municipal Leadership Graduate - 2005
- County Administrator of the Year - 2008

References

References available upon request.

Thomas C. Elliott Jr.

[redacted]

telliott@co.grafton.nh.us

Education

United States Marine Corps
Security Forces
Rank conferred Sergeant
Attended April 1988-April 1992

Blue Mountain Union School
Wells River, Vermont
High School Diploma
Degree conferred June 1987

Professional Experience

Grafton County Department of Corrections **October 2014 - Present**
Superintendent
Responsible for the overall operation of the Grafton County Department of Corrections.

Grafton County Department of Corrections
Chief of Security
North Haverhill, NH **November 2013 — October 2014**

Responsible for daily operation of the facility ensuring that all safety, security, and operational missions are met in accordance with policies, procedures, rules and federal, state, and local laws; security of the facility, intake and release, inmate programs and visitations; inmate grievance officer; reviews all inmate grievances in accordance with facility policies and standard operation procedures. Investigates, intercedes, and resolves disputes that are inmate related; inmate disciplinary officer; reviews all inmate disciplinary reports, oversees the administration of the inmate disciplinary process; ensures staff meet and abide by established policy and procedures.

Supervisor: Glenn Libby

Grafton County Department of Corrections **July 2008 - November 2013**
Director of Community Corrections
North Haverhill, NH

Responsible for the daily operations of Community Corrections; oversight of staff supervising inmates within the community, coordinating farm activities, and Operation Impact. Ensured inmate contract compliance, collaborative budget development and management, supervision and evaluation of five staff members as they completed their assigned tasks, maintained effective communication with outside agencies: treatment providers, prosecutors, attorneys, and local law enforcement.

Supervisor: Glenn Libby

Grafton County Department of Corrections **July 2005- July 2008**
Security Lieutenant
North Haverhill, NH

Responsible for the care, custody, and control of all inmates and the safe and secure operation of the facility; inmate classification officer, review of inmates requests and work assignments; inmate disciplinary officer, conducted disciplinary hearings of inmates with alleged facility rule infractions; responsible for facility wide internal inmate programs.
Served on new facility planning committee.

Supervisor: Glenn Libby

Grafton County Department of Corrections **August 2004 – July 2005**
Shift Supervisor
North Haverhill, NH

Supervised staff within the facility to ensure safety, security, and procedures. Maintained cleanliness of facility, unit and tour logs and watch records; acted as intermediate of staff and inmates to ensure rule compliance.

Supervisor: Glenn Libby

Grafton County Department of Corrections **November 2001-July 2004**
Correctional Officer/Classification Officer
North Haverhill, NH

Line officer, direct supervision of inmates within the facility; responsible for maintaining watch logs and effectively communication to ensure rule compliance within a unit, per departmental policies.

Supervisor: Glenn Libby

Hollow Inn Motel **August 1998-2001**
Hotel Manager
Barre, VT

Weekend manager; responsible for customer check-in, check-out, oversight of housekeeping services, general customer satisfaction; responsible for daily financial transactions.

Supervisor: IJ Patel

Grafton County Department of Corrections **July 1995-August 1998**
Director of Drug Freedom Program
North Haverhill, NH

Responsible for writing and complying with program grant; ensuring inmate compliance with contractual rules and obligations within a community setting.

[redacted]

Lucille Buteau

Objective

To work as part of a team to achieve desired goals and to provide high quality service.

Summary

- Over 18 years of experience in counseling, management, supervision and group facilitator.
- NH Certified Impaired Driver Intervention Instructor for 9 years
- Certified HiSET testing Proctor

Professional Experience

03/21/2016 - Present *Grafton County* *North Haverhill, NH*
Grafton County Department of Corrections Substance Abuse Coordinator

10/01/2014 - 03/21/2016 *Grafton County* *North Haverhill, NH*
Grafton County Alternative Sentencing Director

06/15/2007 - 04/07/2014 *TRI-County Community Action Program* *Berlin, NH*
Division Director of Substance Abuse Services

11/20/2006 - 06/14/2007 *TRI-County Community Action Program* *Berlin, NH*
Clinical Director of Friendship House

01/06/2006 - 11/19/2007 *TRI-County Community Action Program* *Berlin, NH*
Program Director of Impaired Driver Impairment Programs, NH Certified Impaired Driver Intervention Instructor and Counselor.

08/18/2005 - 06/15/2007 *TRI-County Community Action Program* *Berlin, NH*
Part Time Administration Assistant and Impaired Driver Intervention Instructor and Counselor

05/01/1999— 06/15/2003 *Northern NH Mental Health* *Berlin, NH*
Substance abuse counselor and a mental health crisis care worker.

Degrees

Licensed Alcohol and Drug Counselor	State of New Hampshire	May 2000
Associate's Degree in Human Science	Berlin Community College	June 1997
Bachelor's Degree in Science	Springfield College	June 2000

Mark Deem

Skills and Certifications

- Certified Corrections Sergeant
- (CIT) Mental Health Crisis Intervention trained
- (CCAR) Recovery Coach Trained
- Understanding and knowledge of Criminal Law
- Excellent leadership and communication skills
- Well organized and detail oriented
- Excel at adapting to change
- Excellent Computer Skills
- Knowledge of Correctional Facility procedures
- Self- Defense techniques

Professional Experience

Programs Sergeant
Grafton County Department of Corrections – North Haverhill, NH **02/2014- Current**

- In my role as Sergeant I am responsible for the delivery of all Inmate Programs. This requires me to work alongside the substance abuse counselors to provide the best programing possible to help deal with the current widespread drug epidemic.
- I also am responsible for coordinating volunteer programs such as AA and Church services, and making sure each Inmate has access to religious materials as required by policy.

Booking / Intake Sergeant
Grafton County Department of Corrections – North Haverhill, NH **01/2013- 02/2014**

- As the booking and Intake Sergeant I was responsible to process all incoming and outgoing Inmate paperwork and ensure that all the legal information is accurate. This is ensures that the Grafton County DOC does not release someone or detain someone illegally.
- I was also required to supervise all Video Arraignments and complete necessary court documents required for each hearing.

Shift Supervisor
Grafton County Department of Corrections – North Haverhill, NH **08/2011- 10/2013**

- During my tenure as a Shift Supervisor I was responsible for the Daily Operations of the Facility, supervising at times over 100 inmates as well as 10 staff members. I was required to conduct performance evaluations for as well as review all Disciplinary and Incident reports.
- During this time period I was selected to be a part of the Transition Team for Grafton County. These teams was designed train and learn how a new facility operates and help write policies and procedures as well as train other staff members before working in the new facility.

Correctional Officer
Grafton County Department of Corrections – North Haverhill, NH **06/07- 08/2011**

- Starting out as a Correctional Officer I was responsible for the basic supervision of Inmates but quickly moved into a recordkeeping position. This position required that I work with the Facility Lieutenant conducting classification reviewing all Inmate records. I was also responsible for a portion of Disciplinary hearings.
- I also had the privilege of working with the Correctional Educator and Superintendent to help design a new GED / HiSET program. This program changed the graduation rate from 1 per year to over 20.

Sarah Pepper

[redacted]

Education

Bachelor of Arts, Criminal Justice (May 2015)
Saint Anselm College, Manchester, NH
Master of Science, Mental Health Counseling
Springfield College, Saint Johnsbury, VT

Course Highlights: Introduction to Criminal Justice, Juvenile Justice System, Juvenile Delinquency, Theories and Practice of Punishment, Violence and Public Health, Women and Crime, Research Methods, Criminal Justice Statistics, Criminal Law, Deviance and Social Control, Computer Forensics, General Psychology, Abnormal Psychology, Adolescent Psychology

Professional Orientation and Ethical Practice, Group Counseling Skills, Counseling Theories, Diagnosis and Psychopathology, Counseling Skills and Modalities, Multicultural and Diverse Counseling

(CCAR) Recovery Coach Trained (January 2018)

Experience

Grafton County Department of Corrections, North Haverhill, NH
Substance Abuse Counselor/HiSET Instructor (October 2017-Present)
Assisting incarcerated individuals with substance abuse treatment by co-leading three groups daily. Provide individual counseling weekly along with recovery support skills. Preparing individuals to take the HiSET exam to earn their High School Diploma.

Lisbon Regional School, Lisbon, NH
Paraeducator (October 2016-October 2017)
Assisting students in the school setting achieve goals outlined in their Individualized Education Plan. Goals ranging from classroom involvement to learning the life skills necessary for outside of school. Responsible for behavior management of student.

Life Transition Services, North Haverhill, NH
Life Coach (July 2016-October 2016)
Assisting client with academic needs in the school setting according to their Individualized Education Plan. Built client portfolio by volunteering in the community and establishing the life skills needed for a paying job.

Becket Family of Services, Pike, NH
Academic 1:1 Support (April 2016-July 2016)
Provide 1:1 support for students while adhering to their individual treatment plans. Assisting in the academic classroom as well as assisting the students with self-regulation. Engage students in the community and strengthening students' life skills.

Becket Family of Services, Pike, NH
Residential Youth Counselor (July 2015-April 2016)
Implement activities of daily living according to individual treatment plans and behavioral plans for at risk males between the ages of 13 and 21 years. Involve the residents in social and recreational activities such as community integration and physical activity. Encourage the residents to engage in high quality living skills, including: practicing personal hygiene, and housekeeping, along with preparing meals. Trained in medication distribution, Handle with Care physical behavior managements, and verbal de-escalation using Therapeutic Crisis Intervention.

Sununu Youth Services Center, Manchester, NH
Intern (February 2015-May 2015)

Intern in a supervisory position. Participate in the in-take process and different treatment plan meetings. Engage with the students on the different units. Observe classes during the day and the residential aspect at night. Firsthand experience into the residential and placement piece of the juvenile justice system.

Saint Anselm College Meelia Center for Community Engagement, Manchester, NH
Site Coordinator for Sununu Youth Services Center (November 2013-May 2015)
Recruit and organize Saint Anselm College students to volunteer at Sununu Youth Services Center. Meet with SYSC each semester to plan and set goals. Act as liaison between students and SYSC, demonstrating excellent communication skills. Demonstrate problem solving ability when issues arise and solve them in a timely manner.
Volunteer at Sununu Youth Services Center, Manchester, NH (January 2013-May 2015)
Tutor, mentor, and encourage the youth, ages thirteen to eighteen while enabling them to realize their potential. Effectively motivate students to reach academic goals. Create an encouraging and supportive environment favorable to learning.
Volunteer at Hampshire House, Manchester, NH (January 2014-May 2014)
Teach computer skills, helped with resume building and job searching. Advised with sending employment inquiries. Created an encouraging and supportive environment.

Leadership

Appalachia Service Project-Letcher County, KY
Group Leader (June 2015)
Lead a group of 6 high school students to Kentucky to volunteer with Appalachia Service Project, an organization that helps make houses safer low income families. Delegated different parts of floor replacement jobs.

Spring Break Alternative Trip-Minden, LA
Volunteer (March 2012)
Traveled down to Louisiana and worked with The Fuller Center for Housing, an organization that helps build affordable housing for low-income families. Delegated relationships with family members and acquired exposure and understanding of the hardships faced by low income families.

Additional Experience

McDonald's-Hillsboro, NH
Crew Member (June 2014-June 2015)
Exhibited strong communication and sales skills while promoting services and meeting customers' needs. Show leadership when asked to supervise at times during shifts. Exemplify flexibility by working mornings, nights, weekends, and holidays. Based on ability and performance,
received progressive responsibility.

True Confections, LLC-Concord, NH
Cashier (May 2013-May 2014)
Work independently while opening and closing the store. Acquired significant experience in customer relations through direct contact with customers. Cashed out registers at the end of the night during closing. Accurately and efficiently handled /processed cash, checks, and credit card transactions.

Saint Anselm College Athletics -Manchester, NH
Athletic Communications (September 2012-May 2015)
Exercise ability to multi-task in high demand situations while recording statistics during sporting events. Demonstrate reliability, ability to focus, and attention to detail while responsible for different tasks during games including recording shots in hockey games, keeping the scorebook for volleyball, and knowing appropriate times to play music. Show reliability and responsibility when being a line judge during the volleyball games.

Computer Skills: Social Media (Facebook, Twitter, Instagram), Microsoft Office, NH WITS Electronic Health Record

Renee E. DePalo
[redacted]

Education:

Springfield College
Manchester, New Hampshire 03103
Masters of Science in Mental Health Counseling – August 2015

Hesser College
Manchester, New Hampshire 03103
Bachelors of Science in Criminal Justice – May, 2009

Employment:

Dismas of Vermont- Director
1673 Maple St Hartford, VT 05047
Hartford Dismas House Director- January 2017-Present
Duties and Responsibilities- Creating a safe and secure home for a diverse population of former prisoners, grant writing, presentations, maintaining safety and security of residents, monitoring sobriety, inmate interviews, intakes and discharges, presentations about Dismas and its mission, administrative tasks, hiring and terminations, creating staff goals and development, monitoring volunteers upwards of 100, planning and completing fundraising events, monitoring an annual budget over 250k, maintaining a positive relationship with Probation and Parole as well as the surrounding police departments, mandated reporter, maintaining a close professional relationship with the local board, providing individual and group therapies, creating new policies and procedures, creating and implementing strategic plan with consultants, writing and implementing treatment plans and reporting on grants.

Clara Martin Center
1483 Lower Plain Rd, Bradford VT
Child and Family Clinical Team Lead- February 2016-January 2017
Duties and Responsibilities- Responsible for supervising clinical staff, creating and implementing new groups and programs, creating new procedures as it pertains to the effectiveness of the child and family program, completing intakes and discharges, writing and implementing treatment plans, monitoring budgets and contracts, grant writing, remaining in compliance with office of public regulations to obtain licensure, compliance with Medicaid regulations, providing and documenting weekly supervision with all staff, providing individual therapy to children and families, coordinate and communicate with surrounding mental health agencies and doctor offices, completing administrative tasks, hiring and termination, ensuring a high quality of care for all clients, maintaining a positive professional relationship with outside agencies and interagency.

Community Bridges- Behavioral Program Manager
70 Pembroke Road, Concord NH
Program Manager/Behaviorist-April 2015-February 2016
Duties and Responsibilities- Responsible for supervising 20 staff members, managing 2 residential homes, creating and implementing behavior plans, monitoring compliance with procedures and polices, creating new policies and procedures, completing intakes and discharges, hiring and termination, compliance with NH laws around disabilities and housing, behavioral consultations, behavioral observations, participating in on-call coverage, some in state travel, creating and explaining reports around budgets and progress of homes/clients, communicate with surrounding mental health agencies and state agencies, keeping employee records and trainings up to date, approving time sheets/vacation requests/travel reimbursements, monitoring the safety, security and rights of all individuals, sitting on human rights committee and internal rights committee, completing all administrative tasks, maintaining a positive and on-going professional relations ship with all outside agencies, interagency and employees.

Harbor Homes, Veterans FIRST – Assistant Program Manager/Case Manager
45 High St, Nashua, New Hampshire
Assistant Program Manager – April 2013 to April 2015

REFERENCES AVAILABLE UPON REQUEST

Duties and Responsibilities – Responsible for assisting a caseload of approximately 20 residents progressing through the program, by monitoring their compliance with program rules, assisting them in securing housing, and employment, monitoring their compliance with aftercare requirements, addressing medical and metal health needs, complete initial orientation which includes: rules of the program, create an RSP (Resident Service Plan). Weekly/Bi-weekly case notes, communicate with contracting agencies to discuss various aspects of each residents requirements, complete ongoing feedback of reports, including closing summaries of completed residents, and keeping employment records up to date, completing and submitting various routine requests for approval of residents activity to the Veterans Administration, participate in on call coverage, including maintaining phone contact with program as needed. Maintain safety of clients and staff, delegate duties as needed to various staff, and maintain positive relationships with outside agencies

YDC John Sununu Center – Youth Counselor II
1056 North River Road, Manchester, New Hampshire
Youth Counselor II – May 2011 to January 2012
Duties and Responsibilities – – Responsible for the safe and secure operation of the unit, provided unit checks on the hour, responsible for head counts and random searches, served as the second in command with potential for becoming manager of the unit, supervised staff and completed hearings when issues occurred, monitored the safety of the residents, completed body searches upon return to the unit, monitored and tracked daily activities, communicated with JPPO and District court

Easter Seals – Residential Instructor/Shift Supervisor
200 Zachary Rd, Manchester, New Hampshire
Instructor/Supervisor- June 2006 to April 2011
Duties and Responsibilities- Provided personal care and habilitation training to children with behavioral issues in a residential setting, assisted clients in recreation and educational activities, observed and recorded daily data to monitor client progress, managed daily operations, taught clients independent living skills, held clients accountable for rules, supervised staff and oversaw unit, monitored staff clock in and out times, breaks and lunches, provided weekly supervision to staff and aided in the hiring process

Skills:

Dependable, Organized and exceptional time management skills
Excellent leadership skills
Detail oriented
Ability to deal tactfully with others
Ability to exercise sound judgment and discretion in handling confidential information
Ability to adjust to varying or changing working situations to meet emergency or changing program requirements
Proficient in all Microsoft computer databases
Proficient in Quickbooks

Trainings:

Dialectical Behavioral Therapy Trainer 2009
Therapeutic Crisis Intervention 2009
Applied Suicide Intervention Skills Trainer 2014
Postvention Trainer 2014
Resilience Trainer 2014
Person Centered Thinking Trainer 2015
MOAB (Management of Aggressive Behaviors) Trainer 2015
CANS Assessment 2016
MRT 2019

REFERENCES AVAILABLE UPON REQUEST

David G. Belanger, Jr.
[redacted]

EDUCATION:

- **M.A. in Clinical Mental Health Counseling**, Union Institute and University, Cincinnati, OH December 2007
- **B.A in Psychology**, Southern New Hampshire University, Manchester, NH December 2003, 3.8 GPA
- **A.A. in Liberal Studies**, Hesser College, Manchester, NH January 1999, 3.8 GPA

WORK EXPERIENCE:

GRAFTON COUNTY ALTERNATIVE SENTENCING

North Haverhill, NH — August 2015 to present

MLADC, Treatment Coordinator

Work includes: assessment of candidates for Grafton County Drug Treatment Court Program; treatment of Drug Treatment Court participants with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, moral reconation therapy, and dialectical behavioral therapy methods; supervision of staff working towards CRSW and LADC licensure; writing progress notes & discharge summaries; designing treatment plans based on goals agreed upon with clients and facilitating intensive outpatient and aftercare group therapy sessions; participating in weekly multi-disciplinary team meetings; serving as liaison to other treatment providers; and providing after hours on-call coverage.

HEADREST, INC.

Lebanon, NH — March 2014 to August 2015

Outpatient Substance Abuse Counselor

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; and facilitating intensive outpatient and men's aftercare group therapy sessions. Other duties included providing on-call coverage for Headrest crisis hotline.

VALLEY VISTA

Bradford, VT — November 2013 to April 2014

Primary Therapist, Men's Residential Substance Abuse Treatment Unit

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and 12-Step Facilitation methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; facilitating psycho-educational and process group therapy sessions; working with health insurance companies to establish a length of stay appropriate for client's needs; and working as part of a multi-dimensional team (clinical, medical, and psychiatric) to provide the best level of care for clients.

HEADREST, INC.

Lebanon, NH — January 2007 to November 2013

Outpatient Substance Abuse Counselor — May 2008 to November 2013

Work included: assessment and treatment of individuals with co-occurring substance abuse and mental health disorders; utilizing cognitive behavioral, motivational interviewing, and dialectical behavioral therapy methods; writing progress notes, assessments, and discharge summaries; designing treatment plans based on goals agreed upon with clients; and facilitating intensive outpatient and dialectical behavioral

group therapy sessions. Other duties included providing on-call coverage for both Headrest crisis hotline and Headrest Dialectical Behavioral Therapy program.

Counselor, Grafton County House of Corrections

Performing same duties as listed above with individuals incarcerated at the Grafton County House of Corrections (16 hours per week, since May 2008), in the Grafton County Drug Treatment Court Program, and in the Grafton County Electronic Monitoring Program (through Headrest subcontract with Grafton County).

Hotline Coordinator January 2007 to May 2008

Work included: oversight of 24-hour crisis hotline; answering crisis calls; supervision of 9 staff members; insuring hotline is in compliance with American Association of Suicidology guidelines; serving on Quality Assurance Board; working with business manager on budgeting and marketing; coordination of services with other facilities; and conducting trainings. Other duties included on-call coverage, staff scheduling, and doing screenings for residential and outpatient counseling programs.

- Completed 1500 hour counseling internship, required by graduate school program.

DEVELOPMENTAL SERVICES OF SULLIVAN COUNTY

Claremont, NH June 2004 to Dec 2006

Community Services Coordinator, Brookshire Group Home

Work included: oversight of day and residential program for 3 developmentally disabled individuals; supervision and training of 15 staff members; and design and implementation of service plans with family service coordinators, psychologists, and legal guardians. Other duties included behavioral intervention, staff scheduling, writing monthly and annual progress reports, overseeing clients' medical care, working with agency nurse trainer to ensure proper medication administration procedures are followed, ensuring residence functions with state certification guidelines, on-call crisis coverage (for both the residence and agency), mentoring new coordinators, and interviewing, hiring, and training new staff.

LICENSURES AND CERTIFICATIONS

- NH Masters Licensed Alcohol and Drug Counselor (MLADC), License # 0948
- Moral Reconation Therapy Certification: August 2017. Completed 40 hour training course provided by Correctional Counseling, LLC. Have provided Moral Reconation Therapy group treatment to individuals participating in Grafton County Drug Treatment Court.
- Dialectical Behavioral Therapy Certification, December 2011. Completed 80 hours of training provided by Behavioral Tech LLC. Certified to provide Dialectical Behavioral Therapy in both individual and group settings. Certification also entails competency to train other staff in Dialectical Behavioral Therapy. Designed and implemented Headrest's Dialectical Behavioral Therapy program with other members (3) of Dialectical Behavioral Therapy team. Currently providing individual and group treatment to Dialectical Behavioral Therapy program participants.
- Have attended and completed trainings on topics such as Personality Disorders; treating Bipolar Disorder; treating Eating Disorders, Seeking Safety, helping National Guard Members and their families cope before, during, and after a deployment; and other trainings required by the State of New Hampshire.
- Have attended state, regional, and national Drug Treatment Court training conferences.
- Attended Annual Conference on Psychological Trauma: Neuroscience, Attachment, and Therapeutic Interventions, sponsored by The Meadows. Boston, MA. June 15-June 17, 2006 (21 continuing education hours). Attended workshops on acute intervention with victims of war and terrorism, neuropsychological assessment of traumatized adults and children, and interventions with victims of human trafficking.
- Also knowledgeable in American Sign Language

*References available upon request.

ASHLEY BELYEA
[redacted]

PROFESSIONAL EXPERIENCE:

Grafton County Alternative Sentencing – North Haverhill, NH July 2015-Current
Adult Diversion Program, Case Manager
Responsible for managing a caseload up of up to 25 Adult participants. Works with participants individually and in groups to teach basic life skill needs and help aide in the participants' stabilization (i.e. housing, finances, insurance, education, employment, etc.). Responsible for completing assessments to aide in participant eligibility determination into the program. Currently working towards obtaining CRSW licensure.

Grafton County Nursing Home - North Haverhill, NH April 2012-July 2015
Licensed Nursing Assistant
Assisted elderly residents with basic life skill needs and care such as dressing, oral care, ambulation, feeding, range of motion exercises, vital signs, and activities.

Warren Village School -Warren, NH Aug. 2011-June 2012
Preschool Teacher
Managed a classroom size of 15 students. Prepared and taught lesson plans for Reading, Math, Science, and Socialization. Designed and implemented a report card system to coincide with the Reading and Math program. Documented progress of students through progress reports and performed screening assessments.

Wentworth Elementary School - Wentworth, NH Aug. 2010-June 2011
Kindergarten Teacher
Managed a classroom size of 6 students. Prepared and taught lesson plans for Math, Social Studies, Science, Reading, Phonics, and Literacy. Documented progress of students through work samples, progress reports, reports cards and digital portfolios.

Woodsville Elementary School- Woodsville, NH Aug. 2009-June 2010
Title I Assistant
Worked with six Kindergarten student to improve and enhance their knowledge, understanding, and comfort with Math and Reading. Documented students' progress through work samples.

ADDITIONAL EXPERIENCE:

Shaw's Supermarkets 2002-2010
Customer Service Representative, Cashier, Deli Assistant

EDUCATION: **Bachelor of Science in Elementary Education**
May 2009
Minor: Psychology
Keene State College, Keene, NH

SKILLS:
Knowledge of Word, Excel, Power Point, Digital Portfolios, knowledge of Thinking for Change curriculum, knowledge of biopsychosocial assessments, and CPR certified.

Lindsey Rich



Profile

I am a mother of two daughters, an Army veteran, who has a breadth of work experience. This resumes purpose is to serve as a marker for my professional experience to date.

Education

WOODSVILLE HIGH SCHOOL-WOODSVILLE, NH

- General Studies
- Diploma

WHITE MOUNTAINS COMMUNITY COLLEGE-LITTLETON CAMPUS

- Inter-Disciplinary Associates Degree
- In process of completion (64 credit hours)

Skills & Abilities

- Adapted to technology
- Team player
- Great interpersonal skills
- Communication skills, both verbal and written, are beneficial

Experience

ADMINISTRATIVE ASSISTANT | GRAFTON COUNTY | 2017-2019

- Responsibility include answering phones, organizing storage spaces, ordering supplies, processing UA's, updating and creating charts/files, billing and invoicing, assisting the director and all office staff in any other tasks that are needed. I created a few excel spreadsheets that help track progress as well as data required for reporting to the County's Commissioners.

LICENSED NURSING ASSISTANT (LNA) | GRAFTON COUNTY | 2016-2019

- Assisting 30 residents with their activities of daily living, reporting any issues to the nurse on staff, HIPPA compliance as well as communicating all aspects in a timely manner.

NEW HAMPSHIRE NATIONAL GUARD | ARMY | 2007-2014

- Responsible for the mental and physical well-being of the soldiers in my unit, documenting and keeping medical records, following military protocol, reporting up my chain of command and making on the spot decisions for the best interests of my soldiers. I was deployed to Afghanistan for 10 months.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Grafton County

Name of Program/Service: Grafton County SUD Treatment and Recovery Support

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Julie Libby- County Administrator	$120,255	0.00%	$0.00
Tom Elliott- GCDOC Superintendent	$91,396	0.00%	$0.00
Mark Deem- Sergeant, Program Supervisor	$57,505	0.00%	$0.00
Lucille Amero- LADC, Clinical Supervisor	$61,753	100.00%	$61,753.00
Sarah Pepper- CRSW, Case Manager	$15,170	100.00%	$15,170.00
Renee DePalo, M.S. - AS Director	$58,324	10.00%	$5,832.40
David Belanger, MLADC, Clinician	$69,639	65.00%	$45,265.35
Ashley Belyea, CRSW, Case Manager	$40,248	50.00%	$20,124.00
Lindsey Rich, Admin Assistant	$35,797	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			**$148,144.75**

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

7 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITTNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,927	$1,549,015	$4,708,942

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and
Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing, (hereinafter referred to as "the Contractor"), a municipality with a place of business at 3855 Dartmouth College Highway, North Haverhill, NH 03774.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

   10. Contract Compliance Audits

   10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/9/18
Date

Katja S. Fox
Director

Grafton County New Hampshire - Grafton County
Department of Corrections and Alternative Sentencing

7/3/18
Date

Julie L. Libby
Name: Julie L. Libby
Title: County Administrator

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on 7/3/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Leslie A. Lackie
Signature of Notary Public or Justice of the Peace

Leslie A. Lackie, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 20, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/10/18
Date

Name: Megan A. Yaple
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julio Lano, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	380	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33920000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,894

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364		$103,364
Sub-total			$103,364	$0	$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548		$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$0	$2,205,533
Grand Total All			$3,157,927	$0	$3,157,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-03)

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 Grafton County New Hampshire - Grafton County Department of Corrections and Alternative Sentencing		1.4 Contractor Address 3855 Dartmouth College Highway North Haverhill, NH 03774	
1.5 Contractor Phone Number 603-787-6941	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $247,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Julie L. Libby		1.12 Name and Title of Contractor Signatory Julie L Libby, County Administrator	

1.13 Acknowledgement: State of NH, County of Grafton

On 6/5/18, 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] Leslie A. Lackie

1.13.2 Name and Title of Notary or Justice of the Peace

Leslie A. Lackie, Notary, Commission Expires 11/20/2018

1.14 State Agency Signature Date: 6/7/18	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: On: 6/8/18

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

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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.

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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.

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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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. The Contractor shall provide substance use disorder treatment and recovery support services in this Agreement for individuals who are incarcerated at the Grafton County Department of Corrections and who are enrolled in the Grafton County Alternative Sentencing.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and

communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.3 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the

supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the

Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of

Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to



diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in

Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Reserved

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   - 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   - 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   - 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   - 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   - 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   - 4.6. The Contractor shall:
     - 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
     - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
     - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   - 4.7. The Contractor shall post the following documents in a public area:
     - 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
     - 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   - 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   - 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   - 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   - 4.11. The Contractor shall:
     - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
     - 4.11.2. Submit additional information if required by the department; and
     - 4.11.3. Report the event to other agencies as required by law.
   - 4.12. The Contractor shall implement policies and procedures for reporting:
     - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
     - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



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10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;

11.2.2. The client's psychosocial substance abuse history and legal history;

11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;

11.2.4. The reason for discharge or transfer;

11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;

11.2.6. A summary of the client's physical condition at the time of discharge or transfer;

11.2.7. A continuing care plan, including all ASAM domains;

11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and

11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:

11.3.1. No later than 7 days following a client's discharge or transfer from the program; or

11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:

11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and

11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:

11.5.1. The discharge summary;

11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and

11.5.3. A diagnostic assessment statement and other assessment information, including:

11.5.3.1. TB test results;

11.5.3.2. A record of the client's treatment history; and



11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



Exhibit A-1 Operational Requirements

12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge;

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and; if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
20.2.1. Give the effective date of termination;
20.2.2. List the clinical or management reasons for termination; and
20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
20.3. A Contractor shall document in the record of a client who has been terminated that:
20.3.1. The client has been notified of the termination; and
20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
21.1.1. The right to a safe, sanitary and humane living environment;
21.1.2. The right to privately communicate with others, including:
21.1.2.1. The right to send and receive unopened and uncensored correspondence;
21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
21.1.4. The right to privacy, including the following:
21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
21.1.5. The right to individual choice, including the following:
21.1.5.1. The right to keep and wear their own clothes;
21.1.5.2. The right to space for personal possessions;
21.1.5.3. The right to keep and to read materials of their own choosing;
21.1.5.4. The right to keep and spend their own money; and
21.1.5.5. The right not to work and to be compensated for any work performed, except that:
21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.

Contactor Initials: JL
Date: 6/15/18



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
22.4.8.1. Counseling the individual with respect to TB.
22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
22.4.10.3. Case management activities to ensure that individuals receive such services.
22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
22.4.11.1. To pregnant and injecting drug users first.
22.4.11.2. To other pregnant substance users second.
22.4.11.3. To other injecting drug users third.
22.4.11.4. To all other individuals fourth.
22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing Information: Intensive Case Management Services:

6.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

6.2. The Department will not pay for intensive case management provided to a client prior to admission.

6.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Submitting Charges for Payment

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

8.1.5. Submit separate batches for each billing month.

8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funds in this contract may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep detailed records of their activities related to Department funded programs and services.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

14.2.1. Make cash payments to intended recipients of substance abuse services.

14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
Recovery Support Services: Group Intensive Case Management	$5.50	15 min

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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: Grafton County – Department of Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator

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: Grafton County - Department of Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator

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 (l)(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: Grafton County – Department of Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator

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: Grafton County – Department of Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator

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: Grafton County - Department of Correction s& Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator

HEALTH INSURANCE PORTABILITY 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	Grafton County - Department of Corrections & Altern
The State	Name of the Contractor Alternative Sentencing
Katja S Fox	Julie L. Libby
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Julie L Libby
Name of Authorized Representative	Name of Authorized Representative
Director	County Administrator
Title of Authorized Representative	Title of Authorized Representative
6/7/18	June 5, 2018
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: GraftonCCounty – Department of Corrections & Alternative Sentencing

6/5/18
Date

Julie L. Libby
Name: Julie L Libby
Title: County Administrator

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: 08 125 9830

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?

   ✓ 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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce..

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 615 Amherst Street, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) and amended on December 5, 2018 (#23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   October 31, 2019.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,379,000.

3. Delete Exhibit A, Amendment #1, Scope of Service in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.

4. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Katja S. Fox
Director

Greater Nashua Council on Alcoholism

6/5/19
Date

Name: Peter Kelleher
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 6/5/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

William C Martin Justice of the Peace
Name and Title of Notary or Justice of the Peace

My Commission Expires: WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/19
Date

Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized

treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.1.6. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.7. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.8. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.9. Specialty Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.1 and above. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.9 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.9 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client,

including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other

Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff

for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client; unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Transitional Living, See Section 7 below and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of ***$553,000.***

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

10.1.2. 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Additional Billing Information: Child Care

11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

11.1.2. At the actual cost to purchase childcare from a licensed child care provider.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

12. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

12.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

12.2. Medication:

12.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

12.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

12.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

12.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

12.2.4. The Contractor shall maintain documentation of the following:

12.2.4.1. WITS Client ID #;

12.2.4.2. Period for which prescription is intended;

12.2.4.3. Name and dosage of the medication;

12.2.4.4. Associated Medicaid Code;

12.2.4.5. Charge for the medication.

12.2.4.6. Client cost share for the service; and

12.2.4.7. Amount being billed to the Department for the service.

12.3. Physician Time:

12.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

12.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

12.3.3. The Contractor shall maintain documentation of the following:

12.3.3.1. WITS Client ID #;

12.3.3.2. Date of Service;

12.3.3.3. Description of service;

12.3.3.4. Associated Medicaid Code;

12.3.3.5. Charge for the service;

12.3.3.6. Client cost share for the service; and

12.3.3.7. Amount being billed to the Department for the service.

12.3.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month.

12.3.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

13. Sliding Fee Scale

13.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

13.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

13.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

14. Submitting Charges for Payment

14.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

14.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

14.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

14.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

14.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

14.1.5. Submit separate batches for each billing month.

14.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

14.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

14.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

15. Funds in this contract may not be used to replace funding for a program already funded from another source.

16. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

18. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

19. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

20. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

20.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

20.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

20.2.1. Make cash payments to intended recipients of substance abuse services.

20.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

20.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

20.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

20.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

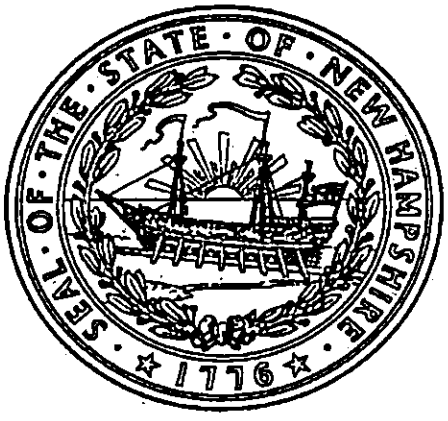
> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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 GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 16, 1983. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **74349**
Certificate Number: **0004516977**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of May A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Agonovich, Treasurer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/5/18:
(Date)

RESOLVED: That the President + CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of June, 2019.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President + CEO of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

David J. Agonovich
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6 day of June, 2019,

By David Agonovich.
(Name of Elected Officer of the Agency)

William C. Martin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2018

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 have ADDITIONAL INSURED provisions or 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
Eaton & Berube Insurance Agency, Inc.
11 Concord Street
Nashua NH 03064

CONTACT NAME: Kimberly Gutekunst
PHONE (A/C, No, Ext): 603-882-2766 **FAX (A/C, No):**
E-MAIL ADDRESS: kgutekunst@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	
INSURER B : Philadelphia Insurance Companies	
INSURER C : Eastern Alliance Insurance Group	
INSURER D : Selective Insurance Group	
INSURER E :	
INSURER F :	

INSURED HARHO
Harbor Homes, Inc
77 Northeastern Boulevard
Nashua NH 03062

COVERAGES **CERTIFICATE NUMBER:** 1724279025 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y		S2288207	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Abuse						MED EXP (Any one person)	$ 20,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [ ] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
D	AUTOMOBILE LIABILITY			306871	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB [X] OCCUR			306873	7/1/2018	7/1/2019	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		010000111752	11/26/2018	11/26/2019	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			L1VA966006	7/1/2018	7/1/2019	Professional "Gap"	$1,000,000
B	Management Liability			PHSD1258460	7/1/2018	7/1/2019	D&O	$1,000,000
D	Crime			S2288207	7/1/2018	7/1/2019	Employee Dishonesty	$510,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Named Insureds:
Harbor Homes, Inc. - FID# 020351932
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Homes, Inc. -FID# 043364080
Milford Regional Counseling Service, Inc. -FID# 222512360
Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
See Attached...

CERTIFICATE HOLDER

DHHS, State of NH
129 Pleasant Street
Concord NH 03301

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
Marc R Berube

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AGENCY CUSTOMER ID: HARHO

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Eaton & Berube Insurance Agency, Inc.	Harbor Homes, Inc 77 Northeastern Boulevard Nashua NH 03062
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

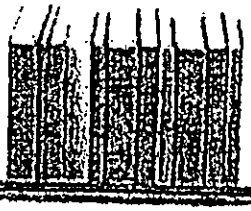
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859
Boulder Point, LLC - Map 213/Lot 5.3, Boulder Point Drive, Plymouth, NH 03264

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Web-Library

An Internal Employee Resource Center



Home

Greater Nashua Council on Alcoholism, Inc. (Keystone Hall)

Mission Statement

To empower the chemically dependent person to
Take responsibility toward recovery through
Professional counseling in a caring environment

Overview

- Greater Nashua area's only non-medical substance abuse detoxification/assessment center
- Uniquely geared to address needs for the homeless, uninsured and underinsured population
- Established in 1990 to serve both male and female clients

Back to Mission Statement and Overviews

GREATER NASHUA
COUNCIL ON ALCOHOLISM

Financial Statements

For the Year Ended June 30, 2018

(With Independent Auditors' Report Thereon)

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MELANSONHEATH
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Greenfield, MA
Manchester, NH
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Greater Nashua Council on Alcoholism

Report on the Financial Statements

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and

fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism as of June 30, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Greater Nashua Council on Alcoholism's fiscal year 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated January 10, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2018 on our consideration of Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Greater Nashua Council on Alcoholism's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

Melanson Heath

December 20, 2018

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2018

(With Comparative Totals as of June 30, 2017)

ASSETS	2018	2017
Current Assets:		
Cash and cash equivalents	$ 315,659	$ 252,981
Receivables, net	555,874	1,318,521
Promises to give	-	3,000
Prepaid expenses	-	5,088
Total Current Assets	871,533	1,579,590
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation	5,605,937	5,686,027
Restricted cash	29,752	38,482
Due from related organizations	238,993	-
Total Noncurrent Assets	5,874,682	5,724,509
Total Assets	$ 6,746,215	$ 7,304,099
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	$ 45,129	$ 76,165
Accrued expenses and other liabilities	214,127	225,962
Due to related organizations	-	399,615
Line of credit	348,779	128,779
Current portion of bonds and mortgages payable, net	128,006	123,992
Total Current Liabilities	736,041	954,513
Long-Term Liabilities:		
Bonds and mortgages payable, long term, net	3,606,761	3,734,588
Mortgages payable, deferred	1,885,000	1,885,000
Total Long-Term Liabilities	5,491,761	5,619,588
Total Liabilities	6,227,802	6,574,101
Unrestricted Net Assets	518,413	729,998
Total Liabilities and Net Assets	$ 6,746,215	$ 7,304,099

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2018

(With Comparative Totals for the Year Ended June 30, 2017)

Support and Revenue:	2018	2017
Support:		
Bureau of Drug and Alcohol grants	$ 3,472,339	$ 3,806,540
Other federal grants	20,278	130,017
State of New Hampshire	-	59,000
Contributions	2,231	30,741
In-kind donations	-	57,225
Revenue:		
Client services:		
Medicaid	1,968,601	1,550,194
Third party insurance	23,082	65,060
Client billings, net	28,394	34,465
Contracted services	298,483	366,645
Other income	6,885	13,723
Interest income	50	620
Total Support and Revenue	5,820,343	6,114,230
Expenses:		
Program services	5,249,192	4,767,612
General and administrative	700,477	633,487
Fundraising	82,259	112,042
Total Expenses	6,031,928	5,513,141
Change in Net Assets	(211,585)	601,089
Unrestricted Net Assets, Beginning of Year	729,998	128,909
Unrestricted Net Assets, End of Year	$ 518,413	$ 729,998

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2018

(With Comparative Totals for the Year Ended June 30, 2017)

	Program Services	General and Administrative	Fundraising	2018 Total	2017 Total
Advertising	$ 66,637	$ 935	$ -	$ 67,572	$ 1,397
Accounting fees	-	12,432	-	12,432	11,309
Client services	391,779	50	-	391,829	139,271
Client transportation	14,636	-	-	14,636	7,369
Contract services	449,942	26,407	336	476,685	658,354
Depreciation and amortization	200,420	33,017	-	233,437	220,102
Employee benefits	367,430	71,622	4,962	444,014	362,923
Food	102,593	487	-	103,080	98,506
Information technology	2,803	10,223	274	13,300	84,187
Insurance	23,862	1,249	-	25,111	20,873
Interest	161,328	8,179	-	169,507	156,922
Legal fees	2,675	249	-	2,924	5,081
Miscellaneous	19,535	1,046	-	20,581	35,243
Office supplies	37,545	953	-	38,498	35,641
Operating and maintenance	61,850	2,987	-	64,837	74,177
Operational supplies	31,378	143	-	31,521	24,217
Payroll taxes	221,878	40,421	5,540	267,839	206,497
Professional fees	9,634	625	-	10,259	2,121
Rent	90,093	4,942	-	95,035	186,064
Salaries and wages	2,836,067	475,817	71,102	3,382,986	2,993,248
Snow removal	9,057	363	-	9,420	7,065
Staff development	19,355	3,520	-	22,875	44,688
Staff travel	16,027	1,296	45	17,368	15,513
Telephone	18,905	753	-	19,658	18,360
Utilities	76,014	2,761	-	78,775	78,796
Vehicle expenses	17,749	-	-	17,749	25,217
Total	$ 5,249,192	$ 700,477	$ 82,259	$ 6,031,928	$ 5,513,141

The accompanying notes are an integral part of these financial statements.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2018

(With Comparative Totals as of June 30, 2017)

	2018	2017
Cash Flows From Operating Activities:		
Change in net assets	$ (211,585)	$ 601,089
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	233,437	220,102
Gain on disposal of fixed assets	-	(2,180)
(Increase) Decrease In:		
Receivables	762,647	(795,240)
Promises to give	3,000	(3,000)
Prepaid expenses	6,567	2,669
Increase (Decrease) In:		
Accounts payable	(31,036)	27,365
Accrued expenses and other liabilities	(13,314)	60,583
Net Cash Provided By Operating Activities	749,716	111,388
Cash Flow From Investing Activities:		
Purchase of fixed assets	(150,491)	(214,154)
Proceeds from sale of fixed assets	-	2,180
Net Cash Used By Investing Activities	(150,491)	(211,974)
Cash Flows From Financing Activities:		
Receipts from related organizations	1,074,901	1,362,697
Payments to related organizations	(1,713,509)	(1,088,233)
Proceeds from line of credit	520,000	221,377
Payments to line of credit	(300,000)	(275,000)
Proceeds from long term debt	-	200,000
Principal payments on long term debt	(126,669)	(97,657)
Net Cash Provided (Used) By Financing Activities	(545,277)	323,184
Net Increase	53,948	222,598
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	291,463	68,865
Cash, Cash Equivalents, and Restricted Cash, End of Year	$ 345,411	$ 291,463
Supplemental disclosures of cash flow information:		
Interest paid	$ 169,507	$ 156,922

The accompanying notes are an integral part of these financial statements.

1. Organization:

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. Programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

2. Summary of Significant Accounting Policies:

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Receivables, Net

Receivables, net consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable receivables is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Receivables are written off when deemed uncollectable.

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of $2,500 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as

incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Land improvements	15 years
Building and improvements	30 years
Equipment	5 years
Furniture and fixtures	5 - 7 years
Software	3 years
Vehicles	5 years

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets available for use in general operations.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of time. Contributions are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed.

The Organization has only unrestricted net assets.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due and, therefore, are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fundraising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (*a*) the services create or enhance nonfinancial assets or (*b*) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the dis-

allowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income Taxes

Greater Nashua Council on Alcoholism has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Organization is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal year 2018, the Organization was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results may differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with receivables is considered to be limited due to high historical collection rates.

Fair Value Measurements and Disclosures

Certain liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of due (to) from related organizations – Level 3.

- Recurring measurement of line of credit – Level 2.
- Recurring measurement of bonds and mortgages payable – Level 2.

The carrying amounts of cash, cash equivalents, and restricted cash, receivables, accounts payable, and accrued expenses and other liabilities approximate fair value due to the short-term nature of the items.

3. Receivables, Net:

Receivables at June 30, 2018 consist of the following:

	Receivable	Allowance	Net
Grants	$ 342,165	$ -	$ 342,165
Medicaid	211,274	(9,268)	202,006
Other	11,703	-	11,703
Total	$ 565,142	$ (9,268)	$ 555,874

4. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

	2018	2017
Land	$ 742,500	$ 742,500
Construction in progress	241,363	143,865
Land improvements	6,644	1,743
Building	5,646,560	5,646,560
Building improvements	90,526	45,813
Computer equipment	25,233	21,854
Furniture and fixtures	38,711	38,711
Software	57,594	57,594
Vehicles	55,838	55,838
Subtotal	6,904,969	6,754,478
Less: accumulated depreciation	(1,299,032)	(1,068,451)
Total	$ 5,605,937	$ 5,686,027

Depreciation expense for the years ended June 30, 2018 and 2017 totaled $230,582 and $217,248, respectively.

5. Restricted Cash:

Restricted cash consists of funds required to be used for the replacement of property, with prior approval by the New Hampshire Housing Finance Authority.

6. Accrued Expenses and Other Liabilities:

Accrued expenses and other liabilities consist of the following:

	2018	2017
Accrued payroll and related liabilities	$ 206,274	$ 219,476
Accrued interest	6,374	6,374
HSA liability	-	112
Other accruals	1,479	-
Total	$ 214,127	$ 225,962

7. Due From (to) Related Organizations:

Due from (to) related organizations represents short-term assets and liabilities due from (to) related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2018 are as follows:

	2018	2017
Current:		
Harbor Homes, Inc.	$ 265,768	$ (380,115)
Milford Regional Counseling Services	204	-
Southern New Hampshire HIV/AIDS Task Force	(27,012)	(19,500)
Welcoming Light, Inc.	33	-
Total	$ 238,993	$ (399,615)

As discussed in Note 2, the valuation technique used for due from (to) related organizations is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are as follows:

Beginning balance June 30, 2017	$ (399,615)
Advances	1,713,509
Reductions	(1,074,901)
Ending balance June 30, 2018	$ 238,993

8. Line of Credit:

At June 30, 2018, the Organization had $750,000 of credit available from Merrimack County Savings Bank due on demand, and secured by all assets and guaranteed by Harbor Homes, Inc., a related party (see Note 13). The Organization is required, at a minimum, to make monthly interest payments at the Wall Street Journal Prime Rate plus 1.00% (6.00% at June 30, 2018) to Merrimack County Savings Bank. As of June 30, 2018, the credit line had an outstanding balance of $348,779.

9. Bonds and Mortgages Payable:

Bonds and mortgages payable as of June 30, 2018 were as follows:

$3,963,900 in New Hampshire Health and Education Facilities Authority bonds, dated September 15, 2014, due in monthly installments of $19,635, including principal and interest at 4.00%, maturing in 2042, secured by real property owned and guaranteed by Harbor Homes, Inc.	$ 3,653,055
$200,000 loan from New Hampshire Health and Education Facilities Authority, dated March 6, 2017, due in monthly installments of $3,419, including principal and interest at 1.00%, maturing in 2022, secured by real property, and guaranteed by Harbor Homes, Inc.	150,933
Less: debt issuance costs, net	(69,221)
Total	3,734,767
Less amount due within one year	(128,006)
Long term debt, net of current portion	$ 3,606,761

The following is a summary of future payments on the previously-mentioned long-term debt.

Year	Amount
2019	$ 128,006
2020	131,731
2021	136,371
2022	130,535
2023	104,080
Thereafter	3,104,044
Total	$ 3,734,767

Debt issuance costs, net of accumulated amortization, totaled $69,221 as of June 30, 2018, and are related to the New Hampshire Health and Education Facilities Authority bonds described above. The debt issuance costs on the above bonds are being amortized over the life of the bonds. Amortization expense for fiscal year 2018 was $2,855.

10. Mortgages Payable, Deferred:

The Organization received special financing as partial funding for a new building. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender. Certain covenants apply related to eligibility and use of the mortgaged property. The balance of these notes at June 30, 2018 is as follows:

Federal Home Loan Bank of Boston - Affordable Housing Program	$ 385,000
New Hampshire Housing Finance Authority	1,500,000
Total	$ 1,885,000

11. Net Assets Released from Restriction:

There were no restricted net assets during the year ended June 30, 2018 and, as a result, no net assets were released from restrictions.

12. Deferred Compensation Plan:

The Organization offers a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization will contribute as a matching contribution an amount equal to 100% of employees' contributions that is not in excess of 6% of their contribution. Total matching contributions paid by the Organization for the year ended June 30, 2018 were $69,630.

13. Transactions with Related Parties:

As a commonly controlled organization by way of its common board of directors and management, the Organization is included in the consolidated financial statements of Harbor Homes, Inc. The following transactions between the Organization and Harbor Homes, Inc. occurred during the fiscal year 2018:

- The Organization is a corporate guarantor for Harbor Homes, Inc., related to the mortgage on their Northeastern Boulevard property. The guaranty consists of one mortgage in the amount of $1,125,000.
- The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization.
- The Organization also receives payroll services from the related organization, billed at actual cost.
- The Organization rents space from Harbor Homes, Inc., a related organization. Rent expense for the year under this agreement was $27,383.

The Organization also offers counseling services to the clients of Harbor Homes, Inc. and other related organizations included in the consolidated financial statements of Harbor Homes, Inc.

14. Concentration of Risk:

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2018, the State of New Hampshire accounted for 60% and Medicaid accounted for 34% of total revenues.

15. Supplemental Disclosure of Cash Flow Information:

The Organization has adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash.* The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Statement of Financial Position to the same such amounts reported in the Statement of Cash Flows.

	2018	2017
Cash and Cash Equivalents	$ 315,659	$ 252,981
Restricted Cash	29,752	38,482
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	$ 345,411	$ 291,463

16. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, Subsequent Events, events and transactions from July 1, 2018 through December 20, 2018, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2018

	Crisis Call Center	Cynthia Day Family Center CMHIRT	Drug Court - Rockingham County	Harbor Homes Passthrough	High Intensity	Hillsborough County DOC	HUD Transitional Living	Incarceration - IOP
Advertising	$ 64,349	$ 1,151	$ -	$ -	$ 704	$ -	$ 66	$ -
Accounting fees	-	-	-	-	-	-	-	-
Client services	-	26,355	18,184	-	4,285	-	403	-
Client transportation	-	3,090	-	-	2,511	-	359	-
Contract services	154	5,440	-	438,873	3,327	-	310	-
Depreciation	1,615	100,410	-	-	59,992	-	5,276	-
Employee benefits	20,535	85,960	24,476	388	68,684	34,784	203	16,453
Food	27	45,957	797	-	35,491	-	5,024	-
Information technology	24	1,371	-	-	839	-	78	-
Insurance	414	10,136	389	287	6,419	11	593	-
Interest	1,405	80,459	-	-	49,202	-	4,589	-
Legal fees	16	1,294	-	-	853	-	94	-
Miscellaneous	1,294	3,389	7,573	-	1,499	759	206	-
Office supplies	1,772	9,991	3,967	-	6,651	3,745	747	671
Operating and maintenance	2,206	27,521	3,816	-	17,650	-	1,745	-
Operational supplies	31	14,036	302	-	10,499	-	1,444	-
Payroll taxes	21,223	49,472	20,898	169	38,734	12,369	340	11,022
Professional fees	84	4,805	-	-	2,938	-	274	-
Rent	4,152	-	33,600	-	-	-	-	-
Salaries and wages	269,846	621,968	273,220	2,159	536,109	159,705	3,638	139,805
Snow removal	79	4,517	-	-	2,762	-	258	-
Staff development	2,093	4,849	5,592	-	2,733	-	293	-
Staff travel	960	2,051	5,061	-	1,329	-	152	2,231
Telephone	2,002	6,085	3,687	-	3,721	26	347	132
Utilities	601	34,414	7,011	-	21,044	-	1,963	-
Vehicle expenses	-	3,834	-	-	3,325	-	-	-
Total program services expenses	$ 394,882	$ 1,148,555	$ 408,573	$ 441,876	$ 881,301	$ 211,399	$ 28,402	$ 170,314

(continued)

(continued)

Incarceration - OP	Intensive Outpatient	Low Intensity	Open Doors	Outpatient	Recovery Support	Non DHHS	Total	General and Administrative	Fundraising	Total Expenses
$ -	$ -	$ 367	$ -	$ -	$ -	$ -	$ 66,637	$ 935	$ -	$ 67,572
-	-	-	-	-	-	-	-	12,432	-	12,432
-	175	1,410	337,501	140	-	3,326	391,779	50	-	391,829
-	-	1,067	7,600	-	9	-	14,636	-	-	14,636
-	-	1,736	-	-	-	102	449,942	26,407	336	476,685
-	-	33,127	-	-	-	-	200,420	33,017	-	233,437
3,583	15,989	23,200	26,468	30,231	15,176	1,300	367,430	71,622	4,962	444,014
-	-	15,297	-	-	-	-	102,593	487	-	103,080
-	-	438	53	-	-	-	2,803	10,223	274	13,300
258	121	3,301	1,320	303	257	53	23,862	1,249	-	25,111
-	-	25,673	-	-	-	-	161,328	8,179	-	169,507
-	-	418	-	-	-	-	2,675	249	-	2,924
-	457	1,030	2,100	1,219	9	-	19,535	1,046	-	20,581
-	2,092	3,262	2,476	2,171	-	-	37,545	953	-	38,498
-	63	8,786	-	63	-	-	61,850	2,987	-	64,837
-	-	4,599	467	-	-	-	31,378	143	-	31,521
1,784	8,487	14,626	13,765	21,870	5,303	1,816	221,878	40,421	5,540	267,839
-	-	1,533	-	-	-	-	9,634	625	-	10,259
-	17,242	-	18,747	16,352	-	-	90,093	4,942	-	95,035
22,371	114,836	176,524	159,192	278,963	66,853	10,878	2,836,067	475,817	71,102	3,382,986
-	-	1,441	-	-	-	-	9,057	363	-	9,420
-	1,045	1,354	350	1,046	-	-	19,355	3,520	-	22,875
-	227	641	3,014	227	-	134	16,027	1,296	45	17,368
-	-	1,942	803	-	-	160	18,905	753	-	19,658
-	-	10,981	-	-	-	-	76,014	2,761	-	78,775
-	-	1,784	-	-	8,806	-	17,749	-	-	17,749
$ 27,996	$ 160,734	$ 334,537	$ 573,856	$ 352,585	$ 96,413	$ 17,769	$ 5,249,192	$ 700,477	$ 82,259	$ 6,031,928

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2017

	28 Day Residential CMMIRT	90 Day Residential CMLIRT	Crisis Call Center	Cynthia Day Family Center CMHIRT	Friendship House	Harbor Homes Passthrough	Hillsborough County DOC	HUD Transitional Living	Incarceration - IOP	Incarceration - OP
Advertising	$ -	$ -	$ 1,094	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Accounting fees	-	-	-	-	-	-	-	-	-	-
Client services	3,077	2,462	-	24,922	-	-	-	211	-	-
Client transportation	886	300	-	1,401	-	-	-	86	-	-
Contract services	243	34,358	2	363	178,766	374,851	-	25	-	-
Depreciation	55,171	35,158	1,598	96,926	-	-	-	3,917	-	-
Employee benefits	60,020	20,453	19,287	65,641	-	-	1,717	-	33,961	2,970
Food	29,501	17,181	1	47,959	-	-	-	3,378	123	-
Information technology	2,064	2,002	73	4,261	-	-	-	9	-	-
Insurance	4,214	4,547	314	9,681	-	105	-	45	-	161
Interest	41,564	24,730	1,234	70,883	-	-	-	3,272	-	-
Legal fees	231	107	2	325	-	-	-	29	-	-
Miscellaneous	732	-	11	2,416	-	667	-	130	2,318	-
Office supplies	5,690	3,375	1,020	9,336	-	19	846	503	4,624	-
Operating and maintenance	18,957	12,150	539	33,234	-	-	-	1,361	-	-
Operational supplies	6,904	4,123	27	11,515	-	-	-	766	-	-
Payroll taxes	33,145	11,123	21,043	39,077	-	-	1,188	-	15,864	1,979
Professional fees	-	-	-	-	-	-	-	-	-	-
Rent	-	-	-	-	-	-	-	-	-	-
Salaries and wages	434,072	346,982	269,938	502,403	-	-	18,287	1,629	209,533	29,487
Snow removal	2,072	1,081	59	3,388	-	-	-	193	-	-
Staff development	1,504	738	1,591	2,224	-	-	-	230	935	-
Staff travel	1,040	690	349	1,836	-	-	-	72	2,914	-
Telephone	2,085	1,412	1,703	3,720	-	-	-	130	90	-
Utilities	19,672	12,945	603	34,737	-	-	-	1,302	-	-
Vehicle expenses	2,054	2,332	2	5,648	-	-	-	7	-	-
Total program services expenses	$ 724,898	$ 538,249	$ 320,490	$ 971,896	$ 178,766	$ 375,642	$ 22,038	$ 17,295	$ 270,362	$ 34,597

(continued)

(continued)

Infrastructure Grant	Intensive Outpatient	Open Doors	Outpatient	Project Hope	Recovery Support	Non DHHS	Total	General and Administrative	Fundraising	Total Expenses
$ -	$ -	$ -	$ -	$ -	$ -	-	1,094	$ 303	$ -	$ 1,397
-	-	-	-	-	-	-	-	11,309	-	11,309
125	-	101,841	119	5,266	-	1,041	139,064	207	-	139,271
-	-	4,649	-	-	-	47	7,369	-	-	7,369
15,510	149	-	-	20,680	-	2,170	627,117	31,237	-	658,354
-	-	-	-	-	-	-	192,770	27,332	-	220,102
13,090	17,310	1,526	17,729	1,609	22,095	17,472	294,880	64,120	3,923	362,923
-	-	-	-	-	-	359	98,502	4	-	98,506
5,426	-	-	-	-	-	-	13,835	70,352	-	84,187
-	75	-	189	81	160	262	19,834	1,039	-	20,873
-	-	-	-	-	-	-	141,683	15,239	-	156,922
-	-	-	-	-	-	2,555	3,249	1,832	-	5,081
21,630	69	4,682	293	-	5	-	32,953	1,024	1,266	35,243
222	1,836	1,210	1,205	375	-	2,998	33,259	2,382	-	35,641
-	89	-	161	-	-	1,560	68,051	6,126	-	74,177
-	233	-	233	-	-	291	24,092	125	-	24,217
7,567	9,143	6,502	14,765	4,976	8,260	16,614	191,246	9,124	6,127	206,497
-	-	-	-	-	-	-	-	1,771	350	2,121
93,750	10,053	6,304	14,243	-	-	61,513	185,863	201	-	186,064
118,713	113,943	93,080	184,046	63,192	105,163	22,902	2,513,370	379,588	100,290	2,993,248
-	-	-	-	-	-	-	6,793	272	-	7,065
28,002	718	-	1,058	40	-	6,939	43,979	696	13	44,688
578	-	1,186	-	333	16	4,471	13,485	1,955	73	15,513
-	-	238	-	426	742	3,473	14,019	4,341	-	18,360
-	-	158	-	-	-	6,481	75,898	2,898	-	78,796
-	-	-	-	-	15,164	-	25,207	10	-	25,217
$ 304,613	$ 153,618	221,376	234,041	96,978	151,605	151,148	4,767,612	$ 633,487	$ 112,042	$ 5,513,141

See Independent Auditors' Report.

CURRENT BOARD OF DIRECTORS LIST (12/1/18)

Officers

Dan Sallet, Chair
Trent Smith, Vice-Chair
David Aponovich, Treasurer
Jared Freilich, Asst.Treasurer
Joel Jaffe, Secretary
Laurie Goguen, Asst. Secretary

Directors

Thomas I. Arnold, III
Jack Balcom
Vijay Bhatt
Vince Chamberlain
Laurie DesRochers
Phil Duhaime
Lynn King
Ed McDonough
Rick Plante

Revised May 2018

MARY BETH LAVALLEY, M.A.

PROFESSIONAL EXPERIENCE

KEYSTONE HALL/GREATER NASHUA COUNCIL ON ALCOHOLISM **9/16 - present**
Acting Vice President, 9/29/2017
Vice President, 5/3/2018
Compliance/Quality Assurance Director

- Assume all duties of the Vice President that includes developing new and expanding existing services/programs by networking with other agencies. Also fosters relationships in the community, monitors and prepare budgets, supervises and evaluates directors, approves expenses, and other related duties. Responsible for the overall operations of the programs, facilities and staffing.
- Monitor all grant funded programs to ensure compliance including tracking and reporting data as specified by the funder.
- Ensure compliance with federal and state laws related to substance abuse treatment programs.
- Prepare data and narrative reports and analyze program metrics to determine ways to improve processes and procedures.
- Facilitate Clinical Billing team meetings.
- Oversee the CARF reaccreditation process including preparing plans, updating policies and procedures and ensuring that all programs meet CARF and state licensure requirements.
- Represent the agency on the Nashua/Integrated Delivery Network's full committee meetings.
- Develop policies and procedures to maximize billing.
- Develop and implement plans and protocols for new programs.

EASTER SEALS NH/FARNUM CENTER
Vice President, Substance Abuse Services **7/15 – 9/16**

- Plan, develop and direct the implementation and on-going evaluation of inpatient and outpatient programs.
- Assist with reports on administrative, financial, professional and programmatic information and statistics.
- Develop policies and procedures for substance abuse programs.
- Conduct on-site reviews of all substance abuse programs. Ensure compliance with state and federal regulations as well as with CARF (Commission on the Accreditation of Rehabilitation Facilities).
- Establish and maintain positive effective relationships with public and private agencies in NH.
- Represent Easter Seals NH on the Region 4 Integrated Delivery Network (1115 Medicaid Waiver).
- Prepare a monthly dashboard for the Board of Directors.
- Provide consultation and facilitation for teams involved in strategic initiatives and priority projects.
- Assist with the implementation and oversight of budgets.
- Oversee the recruiting, hiring, training and performance of staff including consultants.

Exemplary Accomplishments:

- Secured a $1.67 million infrastructure grant to expand substance abuse treatment services.
- Ensured agency programs and facilities were prepared for the CARF re-accreditation survey. Facilities awarded a 3-year accreditation.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH **12/03 – 7/15**
Director of Strategic Planning, 12/03-9/23/05
Vice President, Strategic Planning and Business Development; as of 9/25/06

- Researched and analyzed potential new business opportunities.
- Maintained the agency's dashboard, closely monitored the metrics and developed plans for improvement.
- Developed strategic plans for new business development that included marketing plans and financial projections.
- Oversaw education, consultation, research and behavioral health staffing contracts.

- Supervised and provided direction, leadership and technical assistance to Strategic Planning Department staff.
- Attended Strategic Planning meetings of the Board of Directors, and provided monthly updates.
- Developed long-range plans for programs and services and evaluated their effectiveness.
- Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health and Behavioral Health Integration subcommittees.
- Represented the agency at community meetings and served on a number of collaborative.
- Oversaw the Mental Health First Aid Program including marketing in the community and maintaining data.
- Served as the chairperson for the agency's Marketing/Public Relations Committee four years.

Exemplary Accomplishments:

- Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals' Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and establishing a dental clinic at Dartmouth-Hitchcock Manchester.
- Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings. Some of the agencies included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Ittleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- Served on a statewide committee to develop a model for community mental health centers to serve as health homes.
- Established a satellite mental health clinic at Derry Medical Center.

PRIVATE CONSULTANT **summer / fall 2001; summer 2003**

Assisted community coalitions to develop strategic plans and to secure grant funds. Prepared grant proposals and provided technical assistance regarding prevention programming.

LORETTO, Syracuse, NY **10/01 – 08/03**

Director of Grant and Research Development

- Researched local, state and national funding sources to meet program and facility needs.
- Conducted needs assessments to identify resource needs and developed strategic plans for new programming.
- Prepared narrative and financial reports based on statistical information and other project information.
- Supervised the grant writer and administrative assistant.
- Prepared narrative and financial reports for funders and monitored programs and expenses for compliance.

Exemplary Accomplishments:

- Secured over $3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- Created and implemented protocols to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- Established excellent reputation among state and federal agencies, securing opportunities for future funding.

SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY **11/99 – 08/01**

Executive Director

- Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in the City of Syracuse and Onondaga County.
- Monitored and evaluated effectiveness of projects.
- Served as liaison to local coalitions and chaired committees.
- Developed and monitored budgets.
- Hired, supervised, trained and evaluated staff.

Exemplary Accomplishments:

- Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- Secured approximately $275,000 in funding.

SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ **11/97 – 06/99**

Prevention Specialist

Grant funded position through Title IV Safe and Drug Free Schools.

- Oversaw prevention programs at 29 schools.
- Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- Assisted in coordinating community responses to prevention by working with coalitions.

Exemplary Accomplishments:

- Developed and implemented training and structure of peer mediation and mentor programs.
- Created and established application process used by schools to obtain funds.

WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ **12/96 – 10/97**

Prevention Education Coordinator

Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- Developed, implemented and evaluated prevention education programs for high at-risk population.
- Coordinated prevention/early intervention activities of internal and external staff.
- Served as member of Student Assistance Team and the Wilson Community Coalition.
- Editor of *The Wilson Ways*, a monthly school newsletter.

Exemplary Accomplishments:

- Developed and established peer mediation and mentor programs.
- Established and maintained strong linkages with community organizations and businesses.

RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA **11/88 – 10/96**

Director of Prevention/Public Information

- Developed, coordinated and evaluated research-based prevention programs.
- Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

Exemplary Accomplishments:

- Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- Developed and successfully implemented nine prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

EDUCATION

Texas Woman's University, Denton TX
M.A., School Health Education

Franklin Pierce University, Concord, NH
B.S., Business Management

University of Great Falls, Great Falls, MT
A.S., Computer Science

COMMUNITY/VOLUNTEER ACTIVITIES

- Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- Organize an annual Pampered Chef fundraiser to benefit a local animal shelter/rescue organization
- Volunteer at church with fundraisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

ALEXANDRA H. HAMEL, MA MLADC

[redacted]

Director of Residential Services ***2012-present***
Milieu Supervisor ***2004-2012***

Keystone Hall, Nashua, NH

- Oversee the daily operations of residential milieu
- Supervision of residential staff
- Maintain oversight of admissions, (past scheduling coordinator)
- Maintain effective communication with hospitals and government agencies
- Case manager as needed.
- Prepare monthly reports, maintaining state compliance with federal, state And local regulations
- Screen, train and hire new staff
- Emergency On call

Interim Mentoring Coordinator 2002
Intern 2001-2002
Teen Resource Exchange, Derry NH

- Worked primarily with high school students with identified substance abuse problems, group work, prevention and outreach;
- Handled telephone screenings and initial assessments;
- Collaborated with Strengthening Families Program in community outreach

Substitute Teacher 1998-2003
Special Education Paraprofessional 1999-2000
Weare Middle School, Weare, NH

- Substitute teacher and academic paraprofessional for grades 5-8.

Special Education Secretary 1984-1996
Special Education Aide
John Stark Regional High School, Weare, NH

- Maintained special education records in compliance with state standards.
- Assistant to Special Education Director
- Scheduled appointments, typed educational and psychological evaluations
- Provide academic support for students with identified learning disabilities

EDUCATION

Antioch University, Keene, NH — 2008
Masters of Arts: Counseling Psychology-concentration in addiction studies

New Hampshire Technical Institute, Concord, NH — 2003
Associate of Science Addictions Counseling

St. Petersburg Junior College, St. Petersburg, FL — 1974
Associate of Arts: General Studies towards degree in Education

Charlotte E. Trenholm, MSW, LICSW

Professional Experience

KEYSTONE HALL, GREATER NASHUA COUNCIL ON ALCOHOLISM — **NASHUA, NH**
Director of Intake Services — **2015 – PRESENT**

Senior management position coordinating all aspects of the client intake process, establishing and maintaining positive relationships with client, referral sources, responding to client requests and concerns, and managing the insurance verification and authorization processes.

- Establishing and maintaining excellent relationships throughout the state and communities the Agency serves.
- Maintains comprehensive working knowledge of Agency contractual relationships and ensures that patients are admitted according to contract provisions.
- Coordinates all daily client referral and intake operations.
- Assists with the implementation of improved work methods and procedures to ensure patients are admitted in accordance with policy.
- Ensures maximum third party reimbursement through participation in insurance verification and authorization processes.
- Provides feedback during strategic planning including identifying opportunities for additional or improved services to meet client needs.
- Maintains comprehensive working knowledge of community resources and assists referral sources in accessing community resources should services not be provided by Agency.
- Maintain compliance with all licensure, certification and other standards.
- Supervise staff working in the intake department. Perform staff job performance evaluations.
- Determine client eligibility for residential level of care based on ASAM criteria.
- Conduct client admission intakes, completing assessments and Ensures compliance with all state, federal, and referral/intake regulatory requirements for admission.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER — **MANCHESTER, NH**
Clinical Case Manager, Family Intensive Treatment Team — **2015**

Clinical Case Manager within the Child & Adolescent Services Department at the largest provider of behavioral health services in New Hampshire, The Mental Health Center of Greater Manchester. Providing intensive level of care counseling to a caseload of 20 -25 clients ranging in age from 5- 19 years old.

- Provided community and home-based clinical services to clients, conducting individual and family therapy sessions.
- Linkage to and consultation with community resources on the behalf of clients and their families.
- Worked collaboratively with families, school officials, NH Department of Health and Human Service workers and various community agency representatives as appropriate for coordination of care.
- Attendance and advocacy for children and families at school meetings and treatment team meetings with collaterals when clinically appropriate for the client and family.
- Responsible for on time completion of Medicaid approved individual service plans, care plans, and quarterly reports. Completed annual assessments, CAFAS and Medicaid / Private Insurance eligibility reports.
- Attend weekly clinical supervision, weekly team meetings with department psychiatrist and monthly staff meetings.

WEBSTER HOUSE — **MANCHESTER, NH**

Assistant Director / Treatment Coordinator 2011- 2015

Assistant Director and Treatment Coordinator of a private, non-profit residential program for youth between 8 and 18 who are unable to live at home for various reasons. The program's focus is on development of physical, social, personal, and family growth.

- Responsible for overseeing all program, resident and staff needs, in the absence of the Executive Director to ensure compliance of state mandated regulations and program policies.
- Review referrals, interviewed potential residents and oversee the intake process of new residents upon acceptance into the program.
- Conducted psychosocial assessment for new residents, develop Medicaid approved treatment plans, facilitate treatment team meetings and complete discharge summaries and exit treatment plans for residents in accordance of state regulations.
- Provided individual and group therapy to adolescents with emotional and behavioral issues as well as facilitated family counseling sessions.
- Demonstrated an ability to interpret behavioral/emotional responses in order to resolve a crisis with a resident
- Maintained case files and compiled annual statistical data of residents
- Supervised 2 social workers and 4 to 5 child care workers daily, encouraged effective teamwork among them.
- Responsible for reviewing, editing and signing off on monthly progress reports and court reports of Social Workers to ensure excellence in communication and meeting of program and DHHS standards
- Co-facilitate bi-monthly staff meetings, attend monthly peer supervision and weekly clinical supervision
- Attended monthly peer supervision meetings with the DHHS Program Specialist and residential treatment coordinators throughout the state. Actively participated on the subcommittee organized by the Program Specialist to develop the current New Hampshire, Medicaid approved, regulations and guidelines for child and adolescent residential programs.

CHILD AND FAMILY SERVICES INC. MANCHESTER, NH

Clinical Supervisor, Integrated Home Based Program (IHB) 2010-2011

Provide clinical supervision and administrative support to per diem IHB family therapists.

- Provide therapists with scheduled and emergency clinical consultation to counsel and teach, offer support, feedback and help workers obtain advanced clinical skills necessary to meet ethical and professional standards
- Responsible for reviewing, editing and signing off on assessments, care plans and monthly summaries of family therapist to ensure excellence in communication and meeting of agency and DHHS standards
- Responsible for verifying and approving per diem payroll sheets through review of collaborating documents and submitting forms to accounting for payment
- Assist in the orientation of new employees with regard to record compliance and paperwork

Family Therapist, Integrated Home Based Program (IHB) 2004-2011

Provide court ordered, team approach direct services to children and families within their home and the community following referral from the DJJS Juvenile Probation and Parole Officer or DCYF Child Protective Service Worker of the identified client.

- Conduct family bio-psychosocial intake assessments, treatment planning, family therapy sessions, case management and after care planning
- Work collaboratively with families, school officials, Juvenile Probation and Parole Officers and Child Protection Service Workers
- Attendance and advocacy for children and families at school meetings, court hearings and treatment team meetings with collaterals
- Responsible for on time completion of written assessments, care plans, monthly summaries, and court reports. Maintain organized, precisely documented case files
- Collaborate with caseworkers to coordinate service provision to families
- Attend weekly clinical supervision, regular staff meetings and monthly peer supervision
- Facilitated a weekly skills development group for adolescent girls

ARBOUR COUNSELING SERVICES LAWRENCE, MA

Per Diem Staff Therapist 2004-2005

Outpatient clinician at a community mental health office, carrying a caseload of 5-8 clients ranging in age from 12 – 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

Therapist - Advanced Clinical Internship **2003-2004**

Internship at an outpatient mental health office, carrying a caseload of 8-12 clients ranging in age from 12 – 55 years old.

- Perform diagnostic evaluations of client functioning in conducting initial clinical assessments
- Formulate individual client treatment plans
- Provide individual, group, family, and other clinical and diagnostic interventions to clients with differing DSM-IV diagnoses

CENTER FOR EATING DISORDER MANAGEMENT **BEDFORD, NH**

Group facilitator - Clinical Internship **2002-2003**

Internship at a multidisciplinary treatment center for individuals with Eating Disorders.

- Developed and facilitated a weekly Eating Disorder support group for inmates at the NH State Prison for Women
- Conducted new client bio-psychosocial intake assessments
- Co-facilitated a weekly community support group for people with Eating Disorders, their families & friends

HAMPSTEAD HOSPITAL **HAMPSTEAD, NH**

Mental Health Counselor **1999-2003**

Full time counselor on a 20 bed, secure psychiatric unit offering services to youth ranging in age from 6 years old to 14 years old.

- Milieu management
- Collaborated with a multidisciplinary team to provide case management and treatment planning for inpatient and partial day patient clients.
- Documented daily progress notes on patients
- Facilitated therapeutic groups emphasizing behavior modification , as well as violence prevention
- Assisted patients in enhancing their social skills and self esteem
- Educated and reinforced effective coping skills

CHILD AND FAMILY LEARNING CENTER **JACKSONVILLE, NC**

Case manager **1999**

Casework with children with physical and/or learning disabilities. Clients were primarily children with autism. Responsibilities included providing services outlined in service agreement, attending staff meetings and training. Submitted daily progress notes, maintained communication with clinical director and case manager.

- Utilized materials and activities to assist in achieving outcomes outlined in service plan
- Assisted clients and family in daily routine to enhance capabilities and development
- Engaged in role playing and redirection to improve social and verbal skills

COURT APPOINTED SPECIAL ADVOCATES OF NH, INC. **MANCHESTER, NH**

Guardian ad Litem **1995-1997**

Court appointed volunteer to serve as Guardian ad Litem for neglected and abused children in the State of New Hampshire. Responsibilities included client advocacy, case management, court documentation, and liaison between court and family.

- Developed trusting relationship with children to best determine their current needs
- Maintained accurate and thorough documentation for the court and state
- Established communication between court, family, attorneys, state, and CASA
- Participated in media activities to enhance public awareness and volunteerism

Education

UNIVERSITY OF NEW HAMPSHIRE — **MANCHESTER, NH**

Masters in Social Work

Bachelor of Arts Degree in Psychology

NEW HAMPSHIRE TECHNICAL INSTITUTE — **CONCORD, NH**

Associate of Science Degree in Accounting

Regularly participate in continuing education seminars focusing on issues effecting youth and the mental health community

Professional Associations

National Association of Social Workers - member since 2003

NH Disaster Behavioral Health Response Team (DBHRT) - team member since 2008

Jaime Nicole Gormley

[redacted]

Education

Master of Arts in Social Work
2008 University of New Hampshire Manchester, NH
- 3.66 Cumulative GPA

Bachelor of Arts in Psychology w/ minor in Elementary Education
2003 Western New England College Springfield, MA
- 3.65 Cumulative GPA, Deans List all semesters
- Psi Chi National Honor Society and Mortar Board National Honor Society

Professional Licenses

Licensed Independent Clinical Social Worker – November 22, 2010
Master Licensed Alcohol and Drug Counselor – January 14, 2010

Social Work Experience

Director of Residential Services – Keystone Hall
Nashua, NH – October 2017- present
- Manages the total operation of Residential programs
- Supervise 30 Support Staff and 6 clinical staff members
- Provide supervision to all employees on a weekly basis
- Ensure appropriate maintenance of residential areas, adhering to building routines and health/safety standards.
- Provide written evaluation of staff according to agency policies and procedures.
- Develop and approve job descriptions for all parties within the residential division.
- Identifies recruitment needs and establishes position requirements per regulatory requirements
- Maintain compliance with all licensure, certification and other standards.
- Screen, train, and supervise existing and new staff to develop and build an effective organization

Outpatient Coordinator- Keystone Hall
Nashua, NH – November 2016-October 2017
- Perform individual and co-occurring counseling to individuals
- Complete LADC evaluations and Adult Intake Assessments
- Provide clinical supervision to outpatient staff and LADC eligible staff
- Verify insurances and review billing to insurance companies and BDAS
- Oversee programmatic policies and procedures
- Comply with CARF requirements with chart audits and safety evacuations
- Oversee and complete SBIRT procedures for Safe Station clients
- Supervise grant funded Open Doors program and meet with clients individually for counseling
- Participate in forums to educate and advocate for Substance Use Disorder Funding

- Conducted home visits on children in the states care to support foster families
- Supervised visits between in care children and biological parents

PETER J. KELLEHER, CCSW, LICSW
45 High Street
Nashua, NH 03060
Telephone:
Fax:
E-mail:

PROFESSIONAL EXPERIENCE

2006-Present **President & CEO, Southern NH HIV Task Force**

2002-Present **President & CEO, GNCA, Inc. Nashua, NH**

1997-Present **President & CEO, Healthy At Home, Inc., Nashua, NH**

1995-Present **President & CEO, Milford Regional Counseling Services, Inc., Milford, NH**

1995-Present **President & CEO, Welcoming Light, Inc., Nashua, NH**

1982-Present **President & CEO, Harbor Homes, Inc., Nashua, NH**
Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 50 programs comprising a $16,000,000 operating budget; proposal development resulting in more than $9,000,000 in grants annually; oversight of 330 management and direct care professionals.

2003-2006 **Consultant**
Providing consultation and technical assistance throughout the State to aid service and mental health organizations

1980 - 1982 **Real Estate Broker, LeVaux Realty, Cambridge, MA**
Successful sales and property management specialist.

1979 - 1980 **Clinical Coordinator, Task Oriented Communities, Waltham, MA**
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.

1978 - 1979 **Faculty, Middlesex Community College, Bedford, MA**
Instructor for an introductory group psychotherapy course offered through the Social Work Department.

1977 - 1979 **Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA**
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.

1976 **Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA**
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.

1971 - 1976 **Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA**
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW

1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

1979 Licensed Real Estate Broker – Massachusetts

1989 Academy of Certified Social Workers – NASW

1990 Licensed Independent Clinical Social Worker - Massachusetts

1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.

1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
1990 – 1991 Rivier College, Department of Psychology, Nashua, NH
1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- Business Excellence Award 2010

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Board Member, New Futures, Concord, NH
Former Member, Rotary Club, Nashua, NH

Patricia A. Robitaille, CPA THL

PROFILE

- 14 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

Jan. 2009-Present *Vice President of Finance* Hatbox Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH
- Managed audits of private corporations with revenues up to $300 million
- Assisted as manager of audits for public corporations with revenues up to $400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jan. 1997 – Jan. 2007 *Audit Supervisor* Melanson Heath & Company, P.C., Nashua, NH
- Supervise/train various teams for commercial, non-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including consideration of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH
- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

EDUCATION

1988-1991 Rider College, Nashua, NH – Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

Greater Nashua Council on Alcoholism

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Mary Beth LaValley	VP of Operations	$125,000	0%	$0
Alexandra Hamel	Director of Programs	$73,500	0%	$0
Charlotte Trenholm	Director of Intake Services	$75,000	0%	$0
Jaime Gormley	Director of Residential Services	$77,250	0%	$0
Peter Kelleher	President and CEO	$338,146	0%	$0
Patricia Robitaille	Chief Financial Officer	$150,000	0%	$0

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Council on Alcoholism., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 615 Amherst Street, Nashua, NH 03063.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,514,899.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #1, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment.

6. Delete Exhibit B-1, Service Fee Table and replace with Exhibit B-1, Amendment #1, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

Katja S. Fox
Director

Contractor Name: Greater Nashua Council on Alcoholism

11/14/2018
Date

Name: Peter Kelleher
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 11/14/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

William C. Martin, Justice of the Peace
Name and Title of ~~Notary~~ or Justice of the Peace

My Commission Expires: WILLIAM C. MARTIN
~~Justice of the Peace - New Hampshire~~
My Commission Expires November 4, 2020

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/16/2018
Date

Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department..

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living

Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.7. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.8. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.9. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.1.10. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting men and

women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant Women and Parenting Men and Women:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. All attempts at contact must be documented in the client record or a call log.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s).

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate

withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients

functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.5), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of

care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:

3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and.

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients covered by enhanced room and board payments for residential levels of care 3.1 and/or 3.5 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential levels of care 3.1 and/or 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

- 9.4.1. Initiation: % of clients accessing services within 14 days of screening;
- 9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;
- 9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;
- 9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;
- 9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:
  - 9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service
  - 9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service
  - 9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service
  - 9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service
  - 9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788) and;
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #1 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #1 Service Fee Table, except for Childcare (See Section 11 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #1 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #1. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #1 Section 12, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #1 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #1, Section 12 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1 Amendment #1, except for:

5.7.1. Transitional Living (See Section 7 below) and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #1, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Amendment #1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) In residential levels of care 3.1 and/or 3.5.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential levels of care 3.1 and/or 3.5.

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover;

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.2

6.2.5. Amount being billed to the Department for the service

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2.below.

7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

7.2.4. The Contractor shall maintain documentation of the following:

7.2.4.1. WITS Client ID #;

7.2.4.2. Period for which prescription is intended;

7.2.4.3. Name and dosage of the medication;

7.2.4.4. Associated Medicaid Code;

7.2.4.5. Charge for the medication.

7.2.4.6. Client cost share for the service; and

7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #1 Service Fee Table.

7.3.3. The Contractor shall maintain documentation of the following:

7.3.3.1. WITS Client ID #;

7.3.3.2. Date of Service;

7.3.3.3. Description of service;

7.3.3.4. Associated Medicaid Code;

7.3.3.5. Charge for the service;

7.3.3.6. Client cost share for the service; and

7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

7.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

8. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment

8.1. The Contractor may charge the client fees for room and board, in addition to:

8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #1, using the sliding fee scale

8.1.2. The charges to the Department

8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

8.4. The Contractor shall maintain records to account for the client's contribution to room and board.

9. Charging for Clinical Services under Transitional Living

9.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

9.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

10. Additional Billing Information: Intensive Case Management Services:

10.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted

to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

10.2. The Department will not pay for intensive case management provided to a client prior to admission.

10.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

11. Additional Billing Information: Transportation

11.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

11.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1, Amendment #1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

11.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

12. Charging for Child Care

12.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

12.1.1. At the hourly rate in Exhibit B-1, Amendment #1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

12.1.2. At the actual cost to purchase childcare from a licensed child care provider.

12.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

12.3. The Contractor will invoice the Department according to Department instructions.

13. Sliding Fee Scale

13.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #1, Section 5 above.

13.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

13.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

14. Submitting Charges for Payment

14.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #1 Service Fee Table. The Contractor shall:

14.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

14.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

14.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

14.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

14.1.5. Submit separate batches for each billing month.

14.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

14.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through

WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

15. Funds in this contract may not be used to replace funding for a program already funded from another source.

16. The Contractor will keep detailed records of their activities related to Department funded programs and services.

17. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

18. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

19.2.1. Make cash payments to intended recipients of substance abuse services.

19.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

19.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

19.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the

religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	$275.00	Per evaluation
1.2.	Individual Outpatient	$22.00	15 min
1.3.	Group Outpatient	$6.60	15 min
1.4.	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	Transitional Living for room and board only	$75.00	Per day
1.7.	Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
1.8.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.9.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
1.10.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day

Exhibit B-1, Amendment #1

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.11.	High-Intensity Residential for all other Pregnant and Parenting Women: Room and Board	$75.00	Per Day
1.12.	High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	$180.00	Per Day
1.13.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.14.	Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
1.15.	Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	$104.00	Per day
1.16.	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$215.00	Per day
1.17.	Individual Intensive Case Management	$16.50	15 min
1.18.	Group Intensive Case Management	$5.50	15 min
1.19.	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to $20.00	Hour
1.20.	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.21.	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to $5.00	Per 15 minutes
1.22.	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.23.	Transportation provided by a Transportation Provider (other	Actual cost to purchase	According to the Transportation Provider

	than the Contractor) only to Pregnant and Parenting Women and Men	Transportation	

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services	RFA-2019-BDAS-01-SUBST
RFA Name	RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lano, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Analyst, Substnc Use Srv, Observer only

	Bidder Name	Maximum Points	Actual Points	Region
1.	County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2.	Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3.	Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4.	Manchester Alcoholism Rehabilitation Center	440	328	Capital
5.	FITNHNH, Inc.	440	360	Greater Manchester
6.	Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7.	The Community Council of Nashua, N. H.	440	250	Greater Nashua
8.	Halo Educational Systems	440	see below*	Upper Valley
9.	Headrest	440	283	Upper Valley
10.	Hope on Haven Hill Inc.	440	304	Strafford County
11.	Greater Nashua Council on Alcoholism	440	384	Greater Nashua
12.	North Country Health Consortium	440	335	North Country
13.	North Country Health Consortium	440	295	Carrol County
14.	Phoenix Houses of New England, Inc.	440	351	Monadnock
15.	Seacoast Youth Services	440	215	Seacoast
16.	Seacoast Youth Services	440	215	Strafford County
17.	Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18.	Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19.	West Central Services, Inc.	440	231	Greater Sullivan
20.	White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$46,857	$0	$46,857
Sub-total			$46,857	$0	$46,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 168574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,927	$1,549,015	$4,706,942

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-04)

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 Greater Nashua Council on Alcoholism		1.4 Contractor Address 615 Amherst Street Nashua NH 03063	
1.5 Contractor Phone Number 603-882-3616 x1103	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $624,599
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Peter Kelleher, President&CEO	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On 6/4/2018, 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] WILLIAM C. MARTIN
Notary Public-State of New Hampshire
My Commission Expires November 4, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date: 6/7/18		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: On: 6/8/18 7/10/18

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

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

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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 $1,000,000 per 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.

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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.

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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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.7. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.8. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.9. Ambulatory Withdrawal Management services as defined as ASAM Criteria, Level 1-WM as an outpatient service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.1.10. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The

Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) , under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.5 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients

first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the

client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if

applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.5), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to

resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit

his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling

Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or

serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"

(February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall

include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



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3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   - 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   - 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   - 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   - 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   - 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   - 4.6. The Contractor shall:
     - 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
     - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
     - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   - 4.7. The Contractor shall post the following documents in a public area:
     - 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
     - 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   - 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   - 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   - 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   - 4.11. The Contractor shall:
     - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
     - 4.11.2. Submit additional information if required by the department; and
     - 4.11.3. Report the event to other agencies as required by law.
   - 4.12. The Contractor shall implement policies and procedures for reporting:
     - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
     - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.

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4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious; the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



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4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



6.3.3. Is on any class of medications, including but not limited to oplates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



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7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.



Exhibit A-1 Operational Requirements

9. Clinical Services.
   9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
   9.2. All clinical services provided shall:
      9.2.1. Focus on the client's strengths;
      9.2.2. Be sensitive and relevant to the diversity of the clients being served;
      9.2.3. Be client and family centered;
      9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
   9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
      9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
      9.3.2. Requirements for successfully completing the program;
      9.3.3. The administrative discharge policy and the grounds for administrative discharge;
      9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
      9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
      9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
      9.3.7. The provision of information;
      9.3.8. Risk assessment;
      9.3.9. Intervention and risk reduction education, and
      9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
   10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
   10.2. Treatment plans shall be developed as follows:
      10.2.1. Within 7 days following admission to any residential program; and
      10.2.2. No later than the third session of an ambulatory treatment program.
   10.3. Individual treatment plans shall contain, at a minimum, the following elements:
      10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
      10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
      10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
      10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
      10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
      10.3.6. Provides the criteria for terminating specific interventions; and



Exhibit A-1 Operational Requirements

10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.
10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and



Exhibit A-1 Operational Requirements

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;

11.2.2. The client's psychosocial substance abuse history and legal history;

11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;

11.2.4. The reason for discharge or transfer;

11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;

11.2.6. A summary of the client's physical condition at the time of discharge or transfer;

11.2.7. A continuing care plan, including all ASAM domains;

11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and

11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:

11.3.1. No later than 7 days following a client's discharge or transfer from the program; or

11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:

11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and

11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:

11.5.1. The discharge summary;

11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and

11.5.3. A diagnostic assessment statement and other assessment information, including:



Exhibit A-1 Operational Requirements

11.5.3.1. TB test results;
11.5.3.2. A record of the client's treatment history; and
11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:
11.6.1. Includes recommendations for continuing care in all ASAM domains;
11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and
11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:
11.8.1. The client's behavior on program premises is abusive, violent, or illegal;
11.8.2. The client is non-compliant with prescription medications;
11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or
11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:
12.1.1. Organized into related sections with entries in chronological order;
12.1.2. Easy to read and understand;
12.1.3. Complete, containing all the parts; and
12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:
12.2.1. First section, Intake/Initial Information:
12.2.1.1. Identification data, including the client's:
12.2.1.1.1. Name;
12.2.1.1.2. Date of birth;
12.2.1.1.3. Address;
12.2.1.1.4. Telephone number; and
12.2.1.1.5. The last 4 digits of the client's Social Security number;
12.2.1.2. The date of admission;
12.2.1.3. If either of these have been appointed for the client, the name and address of:
12.2.1.3.1. The guardian; and
12.2.1.3.2. The representative payee;
12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;
12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;



12.2.1.6. The name, address, and telephone number of the primary health care Contractor;
12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.



Exhibit A-1 Operational Requirements

12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
- 20.2.2. List the clinical or management reasons for termination; and
- 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.

20.3. A Contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
- 20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.

21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
- 21.1.2. The right to privately communicate with others, including:
  - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
  - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
  - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
- 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
- 21.1.4. The right to privacy, including the following:
  - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
  - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
  - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
- 21.1.5. The right to individual choice, including the following:
  - 21.1.5.1. The right to keep and wear their own clothes;
  - 21.1.5.2. The right to space for personal possessions;
  - 21.1.5.3. The right to keep and to read materials of their own choosing;
  - 21.1.5.4. The right to keep and spend their own money; and
  - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 11 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 12, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 12 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Transitional Living (See Section 7 below) and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

6.3.3. The Contractor shall maintain documentation of the following:

6.3.3.1. WITS Client ID #;

6.3.3.2. Date of Service;

6.3.3.3. Description of service;

6.3.3.4. Associated Medicaid Code;

6.3.3.5. Charge for the service;

6.3.3.6. Client cost share for the service; and

6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; **or**.

10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Charging for Child Care

11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, **or**

11.1.2. At the actual cost to purchase childcare from a licensed child care provider.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.

15. The Contractor will keep detailed records of their activities related to Department funded programs and services.

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

18.2.1. Make cash payments to intended recipients of substance abuse services.

18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	$180.00	Per Day

Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Ambulatory Withdrawal Management without Extended On-Site Monitoring (ASAM Level 1-WM)	$104.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$215.00	Per day
Individual Intensive Case Management	$16.50	15 min
Group Intensive Case Management	$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to $20.00	Hour
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to $5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

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 STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, 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.

   1.2. Section 10, 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.

2. **Revisions to Standard Exhibits**

   2.1. Delete Exhibit C, Special Provisions, Section 9, Audit, and replace with:

   9. Audit

   9.1 Audit: The Contractor shall submit an annual audit to the Department within nine months after the close of the contractor's fiscal year. The audit shall be conducted in accordance with the single audit requirements found in 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, when all of the following criteria apply:

9.1.1 Department determines the contractor is a subrecipient pursuant to 2 CFR 200.300;

9.1.2 Contractor is a non-federal entity pursuant to 2 CFR §200.69, which is defined as a state, local government, Indian tribe, or institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient; and

9.1.3 Contractor expends $750,000 or more of federal funds during the contractor's fiscal year.

9.2 Audit Exemption: The Contractor shall be exempt from the audit requirements of Section 9.1 if, during a single fiscal year, the contractor is not determined to be a subrecipient pursuant to 2 CFR 200.300 and cumulatively receives less than $100,000 of total funds, regardless of source of funds, from the Department through this contract and other contracts.

9.3 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.

9.4 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.

The Department has determined that Greater Nashua Council on Alcoholism is a subrecipient for the purposes of this contract. The Department reserves the right to withhold payment if the agency does not submit a completed A-133 audit within nine (9) months of the close of the Contractor's 2017 fiscal year.

3. Renewal

3.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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: Greater Nashua Council on Alcoholism

6/4/18
Date

Name: Peter Kelleher
Title: President & CEO

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: Greater Nashua Council on Alcoholism

6/14/18
Date

Name: Peter Kelleher
Title: President & CEO

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 (l)(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: Greater Nashua Council on Alcoholism

6/14/18
Date

Name: Peter Kelleher
Title: President & CEO

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: Greater Nashua Council on Alcoholism

6/4/18
Date

Name: Peter Kelleher
Title: President & CEO

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: Greater Nashua Council on Alcoholism

6/14/18
Date

Name: Peter Kelleher
Title: President & CEO

HEALTH INSURANCE PORTABILITY 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

Contractor Initials

Date 6/4/18

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	Greater Nashua Council on Alcoholism
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Peter Kelleher
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
6/7/18	6/14/18
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: Greater Nashua Council on Alcoholism

6/14/18
Date

Name: Peter Hellmer
Title: President & CEO

Contractor Initials PH
Date 6/14/18

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: 602518787

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and Incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Date 6/14/18

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $611,000.

3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.

4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Katja S. Fox
Director

Headrest

6/3/19
Date

Name: Cameron J. Ford
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 6/3/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Notary Public

Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission **or** Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client,

including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of

Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and

Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of ***$455,000.***

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Low Intensity Residential Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A

If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

9.1.5. Submit separate batches for each billing month.

9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

9.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

10. Funds in this contract may not be used to replace funding for a program already funded from another source.

11. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

14. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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 HEADREST is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61466**
Certificate Number : **0004502287**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Anna L. Harding (Board Chair), do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Headrest.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 6/3/19:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 3 day of June, 2019.
(Date Contract Signed)

4. Cameron J Foizo is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Anna L. Harding
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 3rd day of June, 2019.

By ANNA L. HARDING.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

Commission Expires: _____

HEADINC-01 LCLOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/27/2018

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 have ADDITIONAL INSURED provisions or 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 A. B. Gile, Inc. PO Box 68 Hanover, NH 03755	CONTACT NAME: PHONE (A/C, No, Ext): (603) 643-4540 FAX (A/C, No): (603) 643-6382 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance Co. INSURER B: Liberty Mutual Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Headrest, Inc. 14 Church Street Lebanon, NH 03766	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Professional Liabilit GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK1851824	07/15/2018	07/15/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1854603	07/15/2018	07/15/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB639017	07/15/2018	07/15/2019	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC5-315336377028	07/15/2018	07/15/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Covered States- 3A Part One: NH. 3C Part Three: No coverage afforded for other states. Excluded Officers: Board of Directors.

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

State of New Hampshire
DHHS
129 Pleasant Street
Concord, NH 03301

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

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HEADREST INC. MISSION STATEMENT

"We are dedicated to assisting anyone currently dealing with a substance use disorder, experiencing a crisis, or needing support, by providing effective programs and treatment regardless of ability to pay"

HEADREST, INC.

AUDITED FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2018 AND 2017

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INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS

To the Board of Directors
Headrest, Inc.
Lebanon, New Hampshire 03766

We have audited the accompanying financial statements of Headrest, Inc. (a nonprofit organization),which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America: this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to the above present fairly, in all material respects, the financial position of Headrest, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements taken as a whole. The schedule of functional expenses on page 11 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Wheeler, Ring, Dolan & Dupuis, PC

Wheeler, Ring, Dolan & Dupuis, P.C.

Manchester, N. H. 03104
November 15, 2018

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2018 AND 2017

Assets	2018	2017
CURRENT ASSETS		
Cash	$ 11,920	$ 54,696
Accounts Receivable	76,558	45,624
Prepaid expenses	4,078	5,456
Total current assets	92,556	105,776
Assets Limited as to Use	35,460	26,184
PROPERTY AND EQUIPMENT		
Land	19,010	19,010
Building and improvements	241,037	229,467
Furniture, fixtures and equipment	146,687	146,687
Total property and equipment	406,734	395,164
Less accumulated depreciation	316,003	307,563
	90,731	87,601
OTHER ASSETS, loan origination fee, net of Amortization 2018 and 2017	627	754
TOTAL ASSETS	$219,374	$220,315

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF FINANCIAL POSITION
(continued)
JUNE 30, 2018 AND 2017

	2018	2017
LIABILITIES AND NET ASSETS		
CURRENT LIABLITIES		
Accounts Payable	$ 3,074	$ 6,483
Notes payable and current portion of Long-term debt	9,439	8,189
Line of Credit	60,000	-
Accrued payroll and related expenses	27,015	33,156
Total Current Liabilities	99,528	47,828
LONG-TERM DEBT, net of current portion	45,589	55,149
Total liabilities	145,117	102,977
NET ASSETS		
Unrestricted net assets	74,257	117,338
TOTAL LIABILITIES AND NET ASSETS	$219,374	$ 220,315

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
REVENUE AND SUPPORT		
State contracts	$ 255,479	$ 283,344
Local government grants	103,017	100,684
Private foundations	130,000	35,000
United Way	6,667	10,602
Service fees	285,425	191,395
Contributions	113,526	126,707
Interest and dividend income	45	84
Total revenue and support	894,159	747,816
EXPENSES		
Program Services:		
Outpatient	540,797	468,991
CMRD	219,610	192,731
Total program services	760,407	661,722
Supporting Services:		
General and administrative	156,284	138,586
Fundraising	20,549	16,939
Total supporting service	176,833	155,525
Total expenses	937,240	817,247
Increase (Decrease) in Unrestricted Net Assets	(43,081)	(69,431)
Unrestricted Net Assets, beginning of year	117,338	186,769
Unrestricted Net Assets, end of year	$ 74,257	$ 117,338

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (Decrease) in Net Assets	$(43,081)	$(69,431)
Adjustments to reconcile excess of revenues and support over expenses to net cash provided by operating activities:		
Depreciation and amortization	8,567	8,959
Changes in operating assets and liabilities:		
(Increase) Decrease in assets limited as to use	(9,276)	24,943
(Increase) Decrease in accounts receivable	(30,934)	39,319
(Increase) Decrease in prepaid expenses	1,378	(1,627)
Increase (Decrease) in accounts payable	(3,409)	3,869
Increase (Decrease) in line of credit	60,000	-
Increase (Decrease) in accrued expenses	(6,141)	10,702
Net Cash Provided (Used) by Operating Activities	(22,896)	16,734
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of capital assets	(11,570)	(1,651)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term notes payable	(8,310)	(8,871)
Net Increase (Decrease) in Cash	(42,776)	6,212
Cash at Beginning of Year, unrestricted	54,696	48,484
Cash at End of Year, unrestricted	$ 11,920	$ 54,696
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid during the years for:		
Interest	$ 4,483	$ 3,107

See Independent Auditors' Report and Notes to Financial Statements

HEADREST, INC.
NOTES TO FINANCIAL STATEMENTS
YEARS ENDED JUNE 30, 2018 AND 2017

NOTE 1 – NATURE OF ORGANIZATION

Headrest, Inc. ("Headrest") is a New Hampshire nonprofit corporation that provides information and referral, crisis intervention and other related services through the use of a telephone hotline and office visitations. Headrest also provides counseling and emergency shelter to transients, and information to the community relating to drugs and alcohol.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of Headrest is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of Headrest's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

The financial statements of Headrest have been prepared on the accrual basis of accounting. The significant accounting policies followed are described below.

Financial statement presentation

Financial statement presentation follows the recommendations of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards (SFAS) No. 117, "Financial Statements of Not-for-Profit Organizations". Under SFAS No. 117. Headrest is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. Headrest, Inc. currently has $74,257 and $117,338 unrestricted net assets as of June 30, 2018 and 2017, respectively.

Temporary restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. Headrest, Inc. currently has no temporarily restricted net assets as of June 30, 2018 and 2017, respectively.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. Headrest, Inc. has no permanently restricted net assets as of June 30, 2018 and 2017.

Use of estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash equivalents – For purposes of the statement of cash flows, Headrest considers all short-term investments with an original maturity of three months or less to be cash equivalents. At June 30, 2018 and 2017 there were no cash equivalents.

Assets limited as to use

Assets Limited as to Use represent board-designated assets for capital expenditures and reserves amounting to $35,460 and $26,184 at June 30, 2018 and 2017. Assets limited to use consist of cash and cash equivalents however these amounts have not been included in cash and cash equivalents for cash flow purposes.

Allowance for doubtful accounts – Headrest considers accounts receivable to be fully collectible, accordingly, no allowance for doubtful accounts is required.

Depreciation and fixed assets – Property and equipment are stated at cost if purchased and at fair market value on the date of the donations if donated. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted or temporarily restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, Headrest reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. Headrest reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is computed using straight-line and accelerated methods based on the estimated useful life of each asset. Estimated useful lives used for building and improvements are ten to thirty- nine years and for furniture and fixtures three to seven years.

Public support and revenue – All contributions are considered to be available or unrestricted use unless specifically restricted by the donor.

NOTE 2 – SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes – The Organization is a not-for-profit organization that is exempt from income taxes under Section 501©(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation.

The Organization adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles, with no cumulative effect adjustment required. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return, only when it is determined that the income tax position will more –likely-than-not be sustained upon examination by taxing authorities. The Organization has analyzed tax positions taken for filing with the Internal Revenue Service and the state jurisdiction where it operates. The Organization believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse affect on the Organization's financial condition, results of operations or cash flows. Accordingly, the Organization has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at June 30, 2018.

Donated services and materials - Donated supplies and equipment are reflected as contributions in the accompanying financial statements at their estimated fair market values.

Functional expenses – Functional and administrative expenses have been allocated among program services based on an analysis of personnel time and space utilized for the activities.

NOTE 3 – LINE OF CREDIT

The Organization has a $100,000 line of credit with a local bank through January 30, 2019, collateralized by all assets, with interest at Wall Street Journal prime. There were outstanding balance of $60,000 and $0 at June 30, 2018 or 2017.

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT

Notes payable and long-term debt consisted of the following as of:	June 2018	June 2017
Mortgage note payable with bank with interest at 4.5% dated July 31, 2003 and due July 15, 2023 with monthly installments of principal and interest of $1,030, secured by all assets of the organization.	$ 55,028	$ 63,338
Less current maturities	9,439	8,189
Long-term debt, less current maturity	$ 45,589	$ 55,149

NOTE 4 – NOTES PAYABLE AND LONG-TERM DEBT (CONTINUED)

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

Year Ending June 30	
2019	$ 9,439
2020	9,996
2021	10,586
2022	11,211
2023	11,873
Thereafter	1,923
Total	$ 55,028

NOTE 5 – COMPENSATED ABSENCES

Employees of Headrest are entitled to paid personal days depending on length of service and other factors. The accrued expense for compensated absences for the fiscal years ended June 30, 2018 and 2017 were $13,077and $23,092 respectively. No more than 240, 180 and 120 hours for full time, ¾ time and ½ time employees, respectively, of personal leave may be carried over from the previous year's employment calculated on a calendar year basis.

NOTE 6 – MAJOR GRANTORS

A Substantial portion of Headrest's revenue comes from the Department of Heath and Human Services of the State of New Hampshire. For the years ended June 30, 2018 and 2017 revenue from the contract was approximately 23% and 30%, respectively of total revenue.

NOTE 7 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 15, 2018, the date which the financial statements were available to be issued.

BOARD OF DIRECTORS 2018-2019

Laurie Harding, President (2005)

Harrison Drinkwater, Vice President (2014)

Andrew Daubenspeck, Secretary (2001)

John Creagh, Immediate Past President (2011)

Perry Eaton (2016)

John C. Ferney (2002)

David McGaw (2012)

Carol Olwert (2017)

Charlotte Sanborn (2001)

John Vansant (2015)

Matthew McKenney

Angie M. Raymond Leduc

Cameron Ford





EDUCATION

B.S. degree, Organizational Management, Daniel Webster College, Nashua, NH
Certificate, Human Services, NH Technical College, Manchester, NH

PROFESSIONAL EXPERIENCE

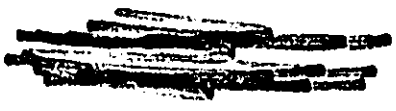
April 2017- Present
Executive Director, Headrest Inc.
Headrest is a non-profit community organization focusing on addiction and crisis assistance since 1971. Services include 24 hour Hotline, Outpatient Counseling, a Transitional Living program, and Outreach and Community Education.

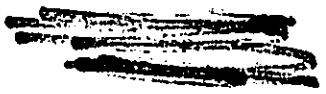
I provide leadership and direction as the senior executive to the organization. Responsible for monitoring the quality and effectiveness of the agency programs and services, and provide effective leadership in the operations of the organization. Serve as a liaison for the agency within the community. Responsible for the overall financial health of the organization. Maintain oversight and compliance with state, federal and grant funding. Collaborate with other agencies to provide efficient services.

August 2015 to Present-
Founder, CEO Iron Heart Gateways to Success
Iron Heart is a non-profit dedicated to helping Veterans and people facing barriers to employment find and maintain living wage jobs with sustainability opportunities. As co-founder of this organization, I am committed to every individual that comes through the door to help them make life changing choices regarding employment, financial literacy and education.

February 2014 to June 2015-
Executive Director, Granite Pathways
Granite Pathways is a peer-support, self-help community that provides hope and dignity to adults with mental illness. The mission of Granite Pathways is to empower and support adults with mental illness to pursue their personal goals through education, employment, stable housing, rewarding achievements, and meaningful relationships. It does that by following the certification standards of the International Center for Clubhouse Development (ICCD,), which define an evidence-based model of rehabilitation that achieves superior employment and recovery outcomes.

- *Responsible for the overall management of the organization including staff development, strategic planning, fiscal management, and growth.*
- *Maintain stakeholder relationships, Establish, developed, and maintained collaborative relationships with foundations and funding sources*





- *Increased membership at the clubhouse by 40%*
- *Increased number of employed members by 60%*
- *Completed training at an ICCD certified training Center (Genesis, Worcester Mass.)*

February 2004 to March 2013-
Executive Director, MY TURN Inc.
The MY TURN program provides services to approximately 800 students per year through both in school and out of school programs. The programs provide educational advancement opportunities, dropout prevention, and include services such as community service learning, tutoring and study skills, employment skills training, mentoring, college preparation, leadership, and guidance and counseling. The majority of funding for the organization is through WIA funds in partnership with local workforce boards. My position initially covered the NH region until I was promoted in 2011 to manage the entire organization.

- *Administered and oversaw the growth and fiscal management and operations of the MYTURN Organization in New Hampshire and Massachusetts. Responsibilities included Board Development, Strategic planning, fundraising and program development. Position reported to the CEO.*
- *Established, developed, and maintained collaborative relationships with foundations, workforce boards and funding sources, and high demand labor market industries.*
- *Successfully expanded the marketing of the program to and created partnerships with schools, community colleges, Chambers of Commerce, local civic organizations, state vision teams and economic development groups.*
- *Explored and developed sustainable avenues for funding and for the growth and continuous improvement of the MY TURN programs through financial collaborations with schools and higher education entities, grant writing, and responding to RFP's*
- *Managed and motivated 18-20 staff throughout the region including all aspects of human resources.*
- *Responsible for Regional Board Development, Strategic planning, fundraising and program development. Position reports to the CEO.*

Oct 1994-April 2004-
Work Opportunities Unlimited Inc., Director of Youth Development

- *Oversaw the operation of the Youth Career Program for adjudicated youth that included peer and family groups, career focused jobs for youth, adventure-based activities such as hikes, camping trips, deep-sea fishing, and experiential based group activities. This program was highly regarded in New England as an alternative to placement for adjudicated youth. During my leadership, this program averaged a 9% recidivism rate.*
- *Created and established new state marketing to funding sources and industry, development and implementation of the Youth Career Program that assisted*

adjudicated and at risk youth in Workforce Development and youth development activities. Trained new directors and staff. Contributed to the strategic plan process for growth of the youth programs within the organization and developed strategies for expansion into new states. During my leadership, this program received recognition as a Promising Effective Practices Program from the National Youth Employment Coalition in Washington DC

- *Responsible for the management of five offices in N.H. and the supervision of as many as 18 staff. Directly involved in hiring of staff, training and support, and program growth. Developed and consistently exceeded yearly program recruiting, operational and financial goals through a strategic planning process.*

March 1991-Oct 1994-
Work Opportunities Unlimited Inc. Concord N.H Employment Representative

- *Responsible for job development activities for youth and adults with disabilities. Worked with Counselors from Vocational Rehabilitation, Area Agencies and local schools. Carried a caseload of 45 clients that included adults and youth from schools and the Youth Development Center. Maintained an 80% success rate for placements.*

Volunteer Associations-

- *Co-Chair, Manchester Continuum of Care*
- *Past Board Chair, Girls at Work, Non-Profit Organization that engages girls in non-traditional work experiences, with emphasis on the construction field*
- *Queen City Rotary Club*
- *Board of Directors, Helping Hands, Manchester NH*

Achievements/Awards-

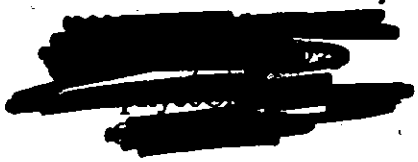
- *St. Anselm College Presidents' Community Partner Award*
- *"Entrepreneurship101Award" National Consortium for Entrepreneurship Education*
- *National Youth Employment Coalition's New Leaders Academy Class of 2000.*

Certifications-

- *National Foundation for Teaching Entrepreneurship*
- *CESP, Nationally Certified Supported Employment Support Professional*
- *Clubhouse Administrative Training Certification. 2015, Genesis, Worcester Mass.*

References- *Available upon request*

M. KATHLEEN RUSSO BS, LADC, LCS



Substance Abuse Counseling

Clinical Director, HEADREST: Lebanon, NH; Supervision of Low-Intensity Residential Treatment program, Supervision of Outpatient services, Development of new licensed counselors, expanding Substance Abuse Services in the Upper Valley, August 2016 to present.

Independent Contractor: September 2006 to present

- **Outpatient Therapist**: RTT Associates, Concord, NH, Facilitating forensics group, working with Federal and State probation/parole clients, case management, conducting evaluations and outpatient substance abuse counseling. Part-time. January 07 to February 2011.
- **New Hampshire Technical Institute**; Adjunct Instructor, taught Group Counseling and Psychopharmacology,
  Spring 2007
- **Clinical Supervisor**: Keystone Hall Nashua, NH, 8-10 hours per week providing clinical supervision to counselors working toward licensure. Working in the crisis intervention/ sobriety maintenance program. Member of treatment team and liaison with administration. Monitored for compliance with state regulations. June 2006 – March 2007
- **Private Practice:** Nashua location for five years, part-time. Working with referrals from attorney's offices, DWI counseling and aftercare, Department of Transportation evaluations, consultation with families to assist with interventions as well as group counseling. Tilton private practice since July 2006, with similar clientele. Managing business budget for five years. Closed Nashua office in March 2008. Currently in Private Practice in Tilton, NH.

Director of Rehabilitation Services. Harmony First, Bedford, NH, **October 2000 to September 2006**
Developed and implemented a successful Intensive Outpatient treatment program for Harmony First, Bedford, NH. Provided IOP services, group and individual therapy. Assessed patients for placement in Outpatient Detoxification services with medical staff at this location. Provided treatment planning and case management to all patients. Facilitated Family Education Groups to compliment this program. Provided utilization reviews with insurance companies, sharing clinical information for reimbursement. Responsible for fielding crisis intervention calls for placement into detoxification and treatment services. Provided families and loved ones with intervention services and referrals.

Outpatient Therapist, Birchwood Counseling, Nashua, NH **October 1998 to October 2001**
Conducted group therapy, individual therapy and evaluations. Worked with Community Alcohol Information program clients and other referral agencies to assist with DWI aftercare requirements, provided substance abuse services for referrals from Department of Child and Family Services.

Clinical Supervisor: Roxie Avenue Rehabilitation Center and Treatment Alternatives to Street Crimes, Cumberland County Mental Health Center, and Fayetteville, NC – **1996-1997**
Provided clinical supervision for in-patient detoxification crisis stabilization center, provided clinical supervision to Criminal Justice Intensive Out patient Treatment Program, Treatment Alternatives to Street Crimes, Cumberland County Mental Health, Facilitated Dual Diagnosis outpatient treatment groups, provided consultation services to Intensive Probation and Parole, State of North Carolina. Provided Consultation services to Day Reporting Center, Cumberland County, NC. Lead Clinical Substance Abuse Counselor for high- risk treatment cases, provided In-service training and staff development training.

Chemical Dependency Counselor, Locked and Open Acute Psychiatric Units; Cape Fear Valley Medical Center, Fayetteville, NC October **1992- March 1996**
Coordinated and provided Education and Consultation services for open and locked inpatient psychiatric units. Provided Consultation services in a County Medical Center to medical/surgical, labor/delivery, orthopedics and GYN patients for the hospital physicians. Provided Education and Consultation services to Adolescents in a Sexually Troubled Youth Program, provided Substance abuse counseling and case management services for a Residential Treatment Program inpatient psychiatric/acute care program. Responsible for case management and discharge planning of all patients in all hospital programs.

Employee Assistance Program Counselor: Cape Fear Valley Medical Center, Fayetteville, NC
Responsible for identification and assessment of performance based personnel problems and chemical dependency issues as an Employee Assistance Program Counselor.
Clinical Supervisor: Cape Fear Valley Treatment Center, Fayetteville, NC
Developed and implemented Quality Assurance Improvement program for an Intensive Outpatient Treatment program. Supervised an outpatient treatment staff of five providing direct patient care.
Coordinator: Pain Management, Inpatient Services, Cape Fear Valley Medical Center
Coordinator of services for an Inpatient Pain Management Treatment Program
Facilitated multi-family, couples and women's groups, provided individual therapy
Facilitated Aftercare and Relapse Prevention groups.

Chemical Dependency Counselor: Tripler Army Medical Center, Department of Psychiatry, Schofield Barracks, HI **1988-1992**
Provided social work, psychological treatment and consultation services to Alcohol and Drug dependent; military, civilian personnel and family members in rehabilitation. Conducted individual and group therapy.
Provided case management services for military personnel and their family members while in treatment
Member of treatment planning team for inpatient and outpatient, U.S Army Drug and Alcohol program
Coordinated development and conducted psycho/social assessments in clinical setting

Caseworker Supervisor: American Red Cross, Service to Armed Forces and Veterans; Ft. Sill, OK **1986-1988**
Supervised and trained caseworkers for Services to the Armed Forces, American Red Cross. Provided notification services to service members of family emergencies and provided financial assistance with Red Cross guidelines. Member of the Board of Directors for the American Red Cross. Recipient of the Clara Barton award for Volunteerism.

Program Development and Management
- Developed and Managed, Intensive Outpatient Treatment Program, Harmony First, 2000 to 2006
- Developed Family Education Program to adjunct the Intensive Outpatient Program 2000 to 2006
- Developed group therapy program for DWI offenders in a private practice setting, 1998-2001
- Developed, designed and implemented Intensive Outpatient Treatment Program, Treatment Alternatives to Street Crimes, Day Reporting Center, Cumberland County Mental Health, Fayetteville, NC 1996-1997
- Developed and implemented Chemical Dependency Education for In-patient Adolescent Services, Cumberland Hospital, Fayetteville, NC –1994-1996
- Developed and implemented screening tools for acute In-patient psychiatric nursing for alcohol and drug dependent patients
- Designed and implemented Relapse Prevention Program for Inpatient Pain Management Program, Cape Fear Valley Medical Center, Fayetteville, NC- 1992-1996
- Designed and implemented Alcohol and Drug Treatment Program for U.S. Army's Regional Confinement Facility: Ft. Sill, OK – February 1992- June 1992
- Designed and implemented Intensive Outpatient Treatment Program for the U.S. Army's Alcohol and Drug Abuse Prevention and Control Program, Schofield Barracks, HI 1989-1992
- Designed Alcohol and Drug Prevention Program for the American Red Cross: Ft Sill, OK 1986-1988

Education
- B.S., Social Science Education: Plymouth State College, 1983
- 2-week Visiting Professional Course; Tripler Army Medical Center, TRI-SARF; Honolulu, HI
- U.S. Army Alcohol and Drug Rehabilitation Training, Ft Sam Houston, TX: Individual course 14-days; Group Course, 14 -days; Advance Counseling Course, 7 days
- 1 year Internship program, U.S. Army, Schofield Barracks, HI 1989

Certification

- New Hampshire, LADC #0445
- New Hampshire LCS #045
- Certified US. Department of Transportation Substance Abuse Professional, Current
- US Army, Health Services Command, 1989
- Hawaii, Certified Substance Abuse Counselor; #551 - 1990
- North Carolina Certified Substance Abuse Counselor #1096 - 1998

Professional Associations

NAADAC 1986- present
NHADACA Secretary 2002-2004
NH Providers Association – Current
NHADACA- Current
Board member of the NH Board of Licensing of Alcohol and other Drug Abuse Professional April 2016- Current
Co-Chair of Integrated SUD /1115 Wavier-current

Eric Harbeck

[redacted]

EXPERIENCE

Headrest, Inc. Lebanon, NH
Assistant Director July 2018-Present
Business Manager, Hotline/Residential Counselor May 2014-July 2018

- Connect, maintain and supervise relationships with insurance agencies, claim submission and reimbursement and compliance.
- Assist the Executive Director will any projects, grant funding requests and/or grant.
- Manage applications, renewals or termination of benefits for all employees.
- Review and correct payroll for submission to payroll service, submit bills to payroll service.

Jakes Market and Deli Andover/New London/Lebanon, NH
Customer Service Assistant/Store Clerk September 2012 - Present

- Assist customers with questions and concerns.
- Maintain a clean and organized work environment.
- Promptly distribute products upon delivery from vendors.
- Work with store manager and vendors on how to increase efficiency and productivity.

Webster House Manchester, NH
Child Care Worker Feb. 2012 – Aug. 2012

- Write log reports at the end of every shift.
- Meet one-on-one with selected residents discussing their progress.
- Attend biweekly meetings with co-workers and administration to discuss state of the house.
- Supervise, organize and participate in activities with the residents.

Warwick Mills New Ipswich, NH
Mix Technician June 2011 – Jan. 2012

- Check schedule for daily tasks.
- Check in with supervisor for various projects to complete outside of the department.
- Troubleshoot issues that would arise with equipment.
- Record material usage into inventory database.

Colby-Sawyer College Library Learning Center New London, NH
Information Services Assistant/Help Desk Assistant Sept. 2007 – May 2011

- Check materials In and Out, shelve materials and check shelving accuracy.
- Cover front desk and assist students and community members with library questions.
- Interface with Archives and Inter-Library loan system in addition to other offices on campus.
- Professionally answer Help Desk support line and conduct basic trouble-shooting.
- Generate service requests and respond to voice mail in timely manner.

EDUCATION

Masters in Social Work Manchester, NH
University of New Hampshire-Manchester Aug 2017 - Present

Bachelor of Arts in Psychology New London, NH
Colby-Sawyer College Sept. 2007 – May 2011

Certified Recovery Support Worker April, 2016-Present

Recovery Coach Academy-CCAR Mode June, 2016

Academic Highlights: Theories of Counseling, Child Psychology, Psychology of Personality, Biological Psychology, Cross-Cultural Psychology, Learning and Cognition, Directing and Stage Management, Jazz Dance

Lara Kristen Quillia



Education

Hartford High School (HHS), Hartford, Vermont **June 2007**
Honors and Awards: The National Honor Society, (Secretary 2005-2007)
Service Above Self Award (for dedication to the act of volunteering)
Outstanding Youth Award (for excellence in Scholarship, Sportsmanship, and Citizenship)

University of Vermont (UVM), Burlington, Vermont **May 2011**
Bachelor of Science Degree in the College of Education and Social Services
Major: Social Work
Honors and Awards: University of Vermont Dean's List, The National Society of Collegiate Scholars and Phi Alpha Honor Society (for excellence in academic performance in social work)

Karl-Franzens Universitat Graz, Graz, Austria **2/2010 – 7/2010**
Whilst attending UVM I spent a semester abroad focusing on cultural studies and learning German at an intermediate level. In addition to my studies I was able to fulfill an ambition of mine to expand my knowledge of the world and foreign cultures by extensively traveling throughout Europe and Northern Africa.

Social Work Experience

State of Vermont Economic Services (formerly PATH) **11/2003 – 12/2006**
For three years was the HHS chief coordinator and in-service representative for the local community Christmas Project, a program that connected over 50 children in need from the local community with both the high school and middle school classrooms, sponsors, and donors. I was responsible for cost-effectively handling the contributed funds/donations and providing the children with presents and/or winter clothing during the holiday season.

New Sudan Education Initiative (NESEI) **3/2009 – 4/2009**
Created a new training manual for future volunteers to help them learn about the NESEI organization; as well as what their time in Africa would be like, how it might feel to return to their home countries after their experience, and things they could do to prepare for their experience.

Career Connections **9/2010 – 5/2011**
As part of my senior curriculum I worked as an employment counselor intern assisting adults with serious and persistent mental illness in identifying and accomplishing their education or employment goals. Furthermore, I co-facilitated an eight-week group on stress management and calming techniques.

Work Experience

Headrest – Lebanon, NH **8/2016 – Present**
Residential Case Manager – In collaboration with other program staff and clients, ensure the safety of residents living at Headrest. Support residents in recovery from substance use disorder to complete their treatment goals and achieve successful re-entry into the community.

Murphy's on the Green – Hanover, NH **5/2012 – 10/2016**
Server/Bartender – Implement efficient time management and organizational skills while engaging in inter-personal communication with diverse clientele. Assisting in the management of staff and coordination of logistics during shift, monitoring of customers, and training and supervising new staff.

Market Table– Hanover, NH **9/2011 – 5/2012**
Server – Anticipated and responded promptly to the desires of patrons, while contributing to the overall efficiency and friendly atmosphere of the restaurant.

References Available Upon Request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cameron Ford	Executive Director	$75,000	15%	$11,250
Kathleen Russo	Clinical Director	$72,000	25%	$18,000
Eric Harbeck	Assistant Director	$50,000	15%	$7,500
Lara Quillia	Residential Coordinator	$49,000	80%	$39,200
				$75,950

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 14, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to eight (8) of the thirteen (13) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by $3,362,900 from $4,915,198 to an amount not to exceed $8,278,098 with no change in the completion date of June 30, 2019, effective upon the date of Governor and Executive Council approval. 69.35% Federal, 13.50% General, and 17.15% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	**$240,000**	**$3,400**	**$243,400**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
FIT/NHNH, Inc.	$854,031	$0.00	$854,031	O: 07/27/18 Item #7 A: 11/14/18 Item #14
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0.00	$247,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	**$624,599**	**$890,300**	**$1,514,899**	**O: 07/27/18 Item #7**
Headrest	**$147,999**	**$80,600**	**$228,599**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Manchester Alcoholism Rehabilitation Center	**$1,118,371**	**$1,091,800**	**$2,210,171**	**O:06/20/18 Late Item G A: 07/27/18 Item**

				#7
Hope on Haven Hill	**$278,641**	**$218,400**	**$497,041**	**O: 07/27/18 Item #7**
North Country Health Consortium	**$287,406**	**$114,200**	**$401,606**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Phoenix Houses of New England, Inc.	**$232,921**	**$584,600**	**$817,521**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Seacoast Youth Services	$73,200	$0.00	$73,200	O:06/20/18 Late Item G A: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	**$589,540**	**$379,600**	**$969,140**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
The Community Council of Nashua, N.H.	$162,000	$0.00	$162,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
West Central Services, Inc.	$59,490	$0.00	$59,490	O:06/20/18 Late Item G A: 07/27/18 Item #7
Total	**$4,915,198**	**$3,362,900**	**$8,278,098**	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is **sole source** because the increase to the price limitation for eight (8) vendor exceeds ten (10) percent of the total contract value.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet

major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow the above eight (8) vendors listed above in bold to continue and potentially expand access to residential treatment services provided to Medicaid-covered individuals with opioid use disorder (OUD). Funds in this amendment will be used to cover $100 of room and board payments for Medicaid beneficiaries with OUD in low and high intensity residential treatment services. These funds will support existing residential programs to continue serving the Medicaid population, which has been cited as a challenge by treatment providers as a result of differing rates of reimbursement between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. The eight (8) vendors above will use these funds to ensure that individuals with OUD receiving high or low intensity residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Additionally, the Department will continue to monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. Contractor financial health is also being monitored monthly.

Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,759	$0	$194,759
Sub-total			$194,759	$0	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$188,372	$0	$188,372
Sub-total			$188,372	$0	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$84,035	$0	$84,035
Sub-total			$84,035	$0	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$1,419,560	$0	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$451,016	$0	$451,016
Sub-total			$451,016	$0	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$436,227	$0	$436,227
Sub-total			$436,227	$0	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,606	$0	$194,606
Sub-total			$194,606	$0	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$3,287,382	$0	$3,287,382

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$3,400	$3,400
Sub-total			$0	$3,400	$3,400

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

2019	102-500734	Contracts for Prog Svc	$0	$1,091,800	$1,091,800
Sub-total			$0	$1,091,800	$1,091,800

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$208,256	$0	$208,256
Sub-total			$208,256	$0	$208,256

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$890,300	$890,300
Sub-total			$0	$890,300	$890,300

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$80,600	$80,600
Sub-total			$0	$80,600	$80,600

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$218,400	$218,400
Sub-total			$0	$218,400	$218,400

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$114,200	$114,200
Sub-total			$0	$114,200	$114,200

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$584,600	$584,600
Sub-total			$0	$584,600	$584,600

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Southeastern NH Alcohol and Drug Services — Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$379,600	$379,600
Sub-total			$0	$379,600	$379,600

West Central Services — Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0
Total SOR Grant			$208,256	$3,362,900	$3,571,156
Grand Total All			$4,915,198	$3,362,900	$8,278,098

Grand Total by Vendor

PO	Vendors		Current Price Limitation	Increase/Decrease	New Price Limitation
0	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-B001	$162,000	$0	$162,000
0	Dismas Home of NH	Vendor Code:TBD	$240,000	$3,400	$243,400
0	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum	Vendor Code: 177204-B005	$1,118,371	$1,091,800	$2,210,171
0	FIT/NHNH	Vendor Code: 157730-B001	$854,031	$0	$854,031
0	Grafton County	Vendor Code: 177397-B003	$247,000	$0	$247,000
0	Greater Nashua Council on Alcoholism	Vendor Code: 166574-B001	$624,599	$890,300	$1,514,899
0	Headrest, Inc	Vendor Code: 175226-B001	$147,999	$80,600	$228,599
	Hope on Haven Hill	Vendor Code: 275119-B001	$278,641	$218,400	$497,041
0	North Country Health Consortium	Vendor Code: 158557-B001	$287,406	$114,200	$401,606
0	Phoenix Houses of New England, Inc.	Vendor Code: 177589-B001	$232,921	$584,600	$817,521
0	Seacoast Youth Services	Vendor Code: 203944-B001	$73,200	$0	$73,200
0	Southeastern NH Alcohol and Drug Services	Vendor Code 155292-B001	$589,540	$379,600	$969,140
0	West Central Services	Vendor Code: 177654-B001	$59,490	$0	$59,490
	Total		$4,915,198	$3,362,900	$8,278,098

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services;

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $228,599.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

Katja S. Fox
Director

Contractor Name

11/14/18
Date

Name: Cameron J. Ford
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 11/14/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Eric Harbeck Jr, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/16/2018
Date

Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.4 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing

services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and

provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients

functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of

care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:

3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less

depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients in residential level of care 3.1 covered by room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential service level of care 3.1 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959)
   2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788); and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.

3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2, Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 7 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #2, except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1; Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.1

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care 3.1.

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover;

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3

6.2.5. Amount being billed to the Department for the service

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

9.1.5. Submit separate batches for each billing month.

9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

10. Funds in this contract may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep detailed records of their activities related to Department funded programs and services.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

14.2.1. Make cash payments to intended recipients of substance abuse services.

14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1	Clinical Evaluation	$275.00	Per evaluation
1.2	Individual Outpatient	$22.00	15 min
1.3	Group Outpatient	$6.60	15 min
1.4	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5	Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
1.6	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day

7 mac

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$845,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Sr/ Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	384	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Diamas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 178226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,977	$1,549,015	$4,706,942

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Headrest, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 14 Church Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

   10. Contract Compliance Audits

   10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

Katja S. Fox
Director

Headrest

6/27/18
Date

Name: CAMERON J FORD
Title: EXECUTIVE DIRECTOR

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on 27th June 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Eric Harbeck Jr, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: ERIC C. HARBECK JR., Notary Public
State of New Hampshire
My Commission Expires February 1, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/3/18
Date

Name: Rebecca W. Ross
Title: Sr. Assist. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

G

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Slabey, Prog Specialist IV, Child Bhvl Health
4. Paul Klemm, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Bhvl Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	328	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHUSH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	194	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	331	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	331	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	135**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Cntr Annum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 176226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,835		$44,835
Sub-total			$44,835	$0	$44,835

North Country Health Consortium — Vendor Code: 158587-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177389-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,078		$22,078
Sub-total			$22,078	$0	$22,078

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177684-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,394

03-65-93-920910-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVIORAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959).

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154113-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH
Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B006

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 175228-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364		$103,364
Sub-total			$103,364	$0	$103,364

North Country Health Consortium Vendor Code: 168557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177689-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548		$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$0	$2,205,533
Grand Total All			$3,157,927	$0	$3,157,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-05)

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 Headrest		1.4 Contractor Address 14 Church Street Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-4872 x102	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $147,999
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Cameron J. Fouo, Executive Director	

1.13 Acknowledgement: State of New Hampshire, County of Grafton

On 6th of June, 2018, 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

ERIC C. HARBECK JR., Notary Public
State of New Hampshire
[Seal] My Commission Expires February 1, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Eric Harbeck Jr, Notary Public

1.14 State Agency Signature Date: 6/7/18	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:	On: 6/8/18
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 CJF
Date 6/4/18

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 $1,000,000 per 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.

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Date 6/4/14

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 add 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 CJC
Date 6/4/18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below.

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.4 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department,when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders .

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.6.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.6.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part



2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as

applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco

cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.6. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases

(STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical Incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder, Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   4.6. The Contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The Contractor shall post the following documents in a public area:
      4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The Contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The Contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions; Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



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6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.3.4. Has been diagnosed with a mental health disorder.

6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.

7. Personnel Requirements.

7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:

7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;

7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;

7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:

7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.3. Be licensed, registered or certified as required by state statute and as applicable;

7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:

7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;

7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;

7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.

7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



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9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

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10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;

11.2.2. The client's psychosocial substance abuse history and legal history;

11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;

11.2.4. The reason for discharge or transfer;

11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;

11.2.6. A summary of the client's physical condition at the time of discharge or transfer;

11.2.7. A continuing care plan, including all ASAM domains;

11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and

11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:

11.3.1. No later than 7 days following a client's discharge or transfer from the program; or

11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:

11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and

11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:

11.5.1. The discharge summary;

11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number; and the last 4 digits of his or her Social Security number; and

11.5.3. A diagnostic assessment statement and other assessment information, including:

11.5.3.1. TB test results;

11.5.3.2. A record of the client's treatment history; and



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11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, intake/initial information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of Information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



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16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



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19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
- 20.2.2. List the clinical or management reasons for termination; and
- 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.

20.3. A Contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
- 20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.

21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
- 21.1.2. The right to privately communicate with others, including:
  - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
  - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
  - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
- 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
- 21.1.4. The right to privacy, including the following:
  - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
  - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
  - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
- 21.1.5. The right to individual choice, including the following:
  - 21.1.5.1. The right to keep and wear their own clothes;
  - 21.1.5.2. The right to space for personal possessions;
  - 21.1.5.3. The right to keep and to read materials of their own choosing;
  - 21.1.5.4. The right to keep and spend their own money; and
  - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

Contactor Initials: CJF
Date: 7/24/18



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 80% of capacity, the program notifies the state that 80% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request, and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.16. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 6 below).

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Charging the Client for Room and Board for Low-Intensity Residential Treatment

6.1. The Contractor may charge the client fees for room and board, in addition to:

6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

6.1.2. The charges to the Department

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Submitting Charges for Payment

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

8.1.5. Submit separate batches for each billing month.

8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funds in this contract may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep detailed records of their activities related to Department funded programs and services.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

14.2.1. Make cash payments to intended recipients of substance abuse services.

14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the

Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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: HEADREST INC.

6/4/14
Date

Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR

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: HEADREST INC.

6/4/18
Date

Name: CAMERON T. FORD.
Title: EXECUTIVE DIRECTOR

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 (l)(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: HEADFIRST INC.

6/4/18
Date

Name: Cameron J. Ford
Title: Executive Director

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: HEADREST INC.

6/4/18
Date

Name: CHRISTINA J. FORD
Title: EXECUTIVE DIRECTOR

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: HEADFIRST INC.

6/4/18
Date

Name: CAMERON J. FORD
Title: EXECUTIVE DIRECTOR

HEALTH INSURANCE PORTABILITY 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	HEADREST INC
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Cameron T. Ford
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/7/18	6/4/18
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: HEADTEST INC

6/4/18
Date

Name: CAMERON T. FORD
Title: EXECUTIVE DIRECTOR

Contractor Initials CTF
Date 6/4/18

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: 618016653

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement..

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $5,299,800.00.

3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.

4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Katja S. Fox
Director

Manchester Alcoholism Rehabilitation Center

5/28/19
Date

Name: Elin Treanor
Title: CFO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 28, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

CYNTHIA ROSS
STATE OF
- MY -
COMMISSION
EXPIRES
JANUARY 23,
2024
NEW HAMPSHIRE
NOTARY PUBLIC

Name and Title of Notary or Justice of the Peace

My Commission Expires:

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized

treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.6. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. **The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:**

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the

date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission **or** Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client,

including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other

Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff

for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.
      3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2.

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

   6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

   6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of ***$1,900,800.***

   6.3. The Contractor shall maintain documentation of the following:

      6.3.1. Medicaid ID of the Client;

      6.3.2. WITS ID of the Client (if applicable)

      6.3.3. Period for which room and board payments cover;

      6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

      6.3.5. Amount being billed to the Department for the service

   6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

   6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

   6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Additional Billing Information: Intensive Case Management Services:

   7.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

   7.2. The Department will not pay for intensive case management provided to a client prior to admission.

   7.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

8. Sliding Fee Scale

   8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

9.1.5. Submit separate batches for each billing month.

9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

9.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for residential services.

10. Funds in this contract may not be used to replace funding for a program already funded from another source.

11. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

14. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65

and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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 MANCHESTER ALCOHOLISM REHABILITATION CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61650
Certificate Number : 0004498668

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, __Betty Burke_____, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of _Manchester Alcoholism Rehabilitation Center_____.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on _April 17, 2019__:
(Date)

RESOLVED: That the ____CFO_____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 28th day of MAY, 2019.
(Date Contract Signed)

4. _Elin Treanor_____ is the duly elected __Chief Financial Officer_____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of _Hillsborough____

The forgoing instrument was acknowledged before me this 28 day of May, 2019,

By __Betty Burke_____.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

ERIK I. GUSTAFSON
JUSTICE OF THE PEACE
MY COMMISSIONS EXPIRE DEC. 7, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: 12/7/21

Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/17/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	PHPK1866633	09/01/2018	09/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	PHPK1866629	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10K	X	X	PHUB643260	09/01/2018	09/01/2019	EACH OCCURRENCE AGGREGATE	$15,000,000 $15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	EDP			PHPK1866633	09/01/2018	09/01/2019	$1,619,050 $500 Deductible Special Form Incl Theft	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names:Easter Seals ME, Inc.; Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

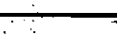
CERTIFICATE HOLDER

State of NH
DHHS;Bureau of Licensing & Certification
Office of Bureau Support
129 Pleasant Street
Concord, NH 03301

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



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JXDZP

DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2018

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	CONTACT NAME: Moira Crosby
Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mcrosby@hayscompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The North River Insurance Company	21105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Easter Seals New Hampshire, Inc
555 Auburn Street
Manchester NH 03103

COVERAGES **CERTIFICATE NUMBER:** 19-20 WC **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	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? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		406-731852-9	1/1/2019	1/1/2020	X PER STATUTE ☐ 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Farnum Center

CERTIFICATE HOLDER

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

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.

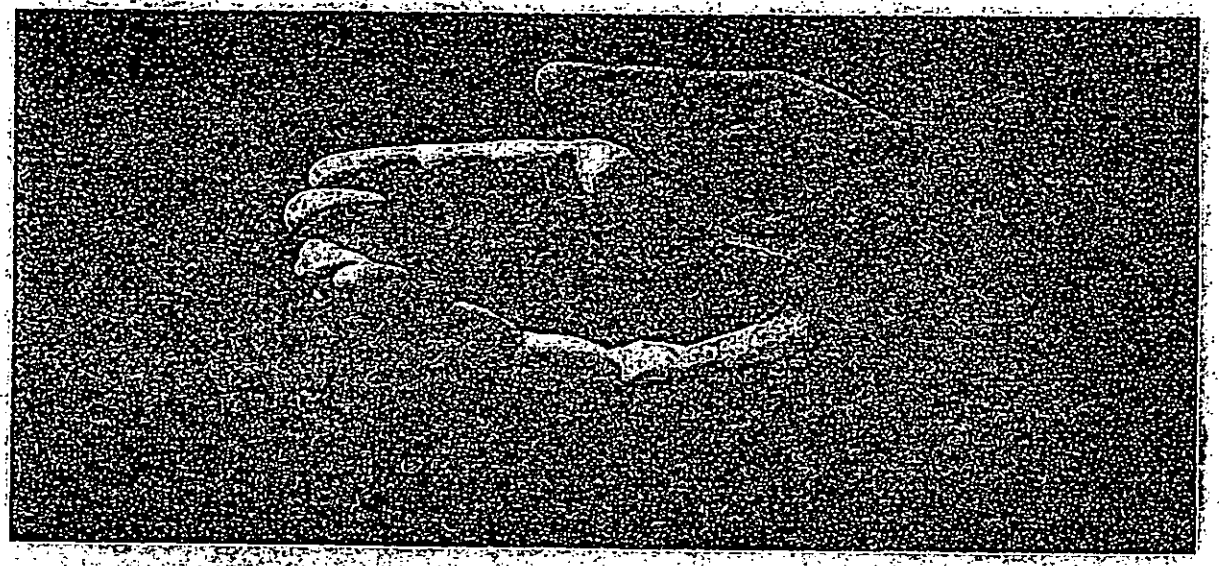
AUTHORIZED REPRESENTATIVE

James Hays/MCROSB

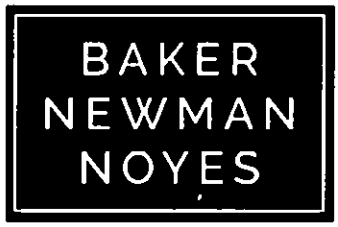
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Farnum Center Mission Statement:



"Helping individuals and families find their way to a life free of the effects of alcohol and drugs through comprehensive treatment and recovery services open to all "



Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and Other Financial Information

Years Ended August 31, 2018 and 2017
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2018 and 2017

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MAINE | MASSACHUSETTS | NEW HAMPSHIRE
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2018, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals New Hampshire's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 4, 2018

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2018 and 2017

	2018	2017
ASSETS		
Current assets:		
Cash and cash equivalents	$ 2,365,508	$ 3,619,043
Short-term investments, at fair value	3,002,574	2,816,344
Program, and other accounts receivable, less contractual allowance of $12,719,900 in 2018, and $8,302,300 in 2017, and allowance for doubtful accounts of $2,377,500 in 2018 and $2,004,100 in 2017	11,083,589	9,306,185
Contributions receivable, less allowance for doubtful accounts of $66,600 in 2018 and $87,500 in 2017	495,957	582,508
Current portion of assets limited as to use	894,523	1,566,680
Prepaid expenses and other current assets	431,780	432,857
Total current assets	18,273,931	18,323,617
Assets limited as to use, net of current portion	1,660,727	1,523,728
Fixed assets, net	28,795,786	28,448,341
Investments, at fair value	12,777,572	12,027,698
Beneficial interest in trust held by others and other assets	206,608	458,909
	$61,714,624	$60,782,293
LIABILITIES AND NET ASSETS		
Current liabilities:		
Line of credit	$ 610,319	$ –
Accounts payable	2,722,563	2,417,236
Accrued expenses	5,334,857	4,773,612
Deferred revenue	704,650	1,683,805
Current portion of capital lease obligation	–	20,995
Current portion of interest rate swap agreements	244,261	348,636
Current portion of long-term debt	1,241,671	2,008,973
Total current liabilities	10,858,321	11,253,257
Other liabilities	1,660,727	1,417,860
Interest rate swap agreements, less current portion	1,528,323	2,293,037
Long-term debt, less current portion, net	21,049,598	22,285,106
Total liabilities	35,096,969	37,249,260
Net assets:		
Unrestricted	19,284,594	15,834,922
Temporarily restricted	2,259,129	2,683,135
Permanently restricted	5,073,932	5,014,976
Total net assets	26,617,655	23,533,033
	$61,714,624	$60,782,293

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions, net	$ 1,342,659	$ 631,087	$ 51,350	$ 2,025,096
Special events, net of related direct costs of $1,027,034	–	1,954,318	–	1,954,318
Annual campaigns, net of related direct costs of $117,055	324,504	56,838	–	381,342
Bequests	138,000	–	–	138,000
Net assets released from restrictions	3,157,024	(3,157,024)	–	–
Total public support	4,962,187	(514,781)	51,350	4,498,756
Revenue:				
Fees and grants from governmental agencies and others, net	63,635,700	–	–	63,635,700
Other grants	22,473,591	–	–	22,473,591
Dividend and interest income	575,571	15,711	–	591,282
Rental income	27,050	–	–	27,050
Other	122,688	–	–	122,688
Total revenue	86,834,600	15,711	–	86,850,311
Total public support and revenue	91,796,787	(499,070)	51,350	91,349,067
Operating expenses:				
Program services:				
Public health education	254,896	–	–	254,896
Professional education	23,007	–	–	23,007
Direct services	79,618,852	–	–	79,618,852
Total program services	79,896,755	–	–	79,896,755
Supporting services:				
Management and general	8,566,845	–	–	8,566,845
Fundraising	1,142,077	–	–	1,142,077
Total supporting services	9,708,922	–	–	9,708,922
Total functional expenses	89,605,677	–	–	89,605,677
Support of National programs	39,036	–	–	39,036
Total operating expenses	89,644,713	–	–	89,644,713
Increase (decrease) in net assets from operations	2,152,074	(499,070)	51,350	1,704,354

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2018

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ 869,089	$ –	$ –	$ 869,089
Net unrealized and realized gains on investments	477,782	75,633	–	553,415
Increase in fair value of beneficial interest in trust held by others	–	–	7,606	7,606
Loss on sales and disposals of fixed assets	(9,100)	–	–	(9,100)
Other non-operating losses	(31,893)	(569)	–	(32,462)
	1,305,878	75,064	7,606	1,388,548
Increase (decrease) in net assets before effects of discontinued operations	3,457,952	(424,006)	58,956	3,092,902
Loss from discontinued operations – see note 14	(8,280)	–	–	(8,280)
Total increase (decrease) in net assets	3,449,672	(424,006)	58,956	3,084,622
Net assets at beginning of year	15,834,922	2,683,135	5,014,976	23,533,033
Net assets at end of year	$19,284,594	$ 2,259,129	$5,073,932	$26,617,655

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Public support and revenue:				
Public support:				
Contributions, net	$ 312,482	$ 2,025,590	$ 108,733	$ 2,446,805
Special events, net of related direct costs of $911,140	160,995	1,550,279	–	1,711,274
Annual campaigns, net of related direct costs of $115,846	259,979	62,056	–	322,035
Bequests	288,456	–	–	288,456
Net assets released from restrictions	2,278,674	(2,278,674)	–	–
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental agencies and others, net	61,041,718	–	–	61,041,718
Other grants	21,339,214	–	–	21,339,214
Dividend and interest income	546,014	10,746	–	556,760
Rental income	27,225	–	–	27,225
Other	132,189	–	–	132,189
Total revenue	83,086,360	10,746	–	83,097,106
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	–	–	280,174
Professional education	30,599	–	–	30,599
Direct services	76,585,361	–	–	76,585,361
Total program services	76,896,134	–	–	76,896,134
Supporting services:				
Management and general	7,879,911	–	–	7,879,911
Fundraising	1,314,200	–	–	1,314,200
Total supporting services	9,194,111	–	–	9,194,111
Total functional expenses	86,090,245	–	–	86,090,245
Support of National programs	38,326	–	–	38,326
Total operating expenses	86,128,571	–	–	86,128,571
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2017

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	$ 846,306	$ –	$ –	$ 846,306
Net unrealized and realized gains on investments	426,221	68,662	–	494,883
Increase in fair value of beneficial interest in trust held by others	–	–	6,743	6,743
Loss on extinguishment of debt – see note 10	(63,031)	–	–	(63,031)
Loss on sales and disposals of fixed assets	(3,146)	–	–	(3,146)
Other non-operating (losses) gains	(10,987)	570	–	(10,417)
	1,195,363	69,232	6,743	1,271,338
Increase in net assets before effects of discontinued operations	1,453,738	1,439,229	115,476	3,008,443
Loss from discontinued operations – see note 14	(37,731)	–	–	(37,731)
Total increase in net assets	1,416,007	1,439,229	115,476	2,970,712
Net assets at beginning of year	14,418,915	1,243,906	4,899,500	20,562,321
Net assets at end of year	$ 15,834,922	$ 2,683,135	$ 5,014,976	$ 23,533,033

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	Program Services [1]				Supporting Services [1]			Total Program [1] and Supporting Services Expenses	
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2018	2017
Salaries and related expenses	$154,060	$ –	$61,117,128	$61,271,188	$5,640,588	$ 795,150	$6,435,738	$67,706,926	$64,079,038
Professional fees	24,294	–	6,805,177	6,829,471	1,788,439	179,045	1,967,484	8,796,955	8,622,061
Supplies	5,740	–	2,316,899	2,322,639	59,138	34,427	93,565	2,416,204	2,237,582
Telephone	322	–	407,445	407,767	214,507	3,538	218,045	625,812	618,922
Postage and shipping	4,155	–	21,029	25,184	20,926	8,648	29,574	54,758	61,251
Occupancy	–	–	2,137,530	2,137,530	328,405	61,165	389,570	2,527,100	2,344,933
Outside printing, artwork and media	13,131	–	16,639	29,770	3,206	17,718	20,924	50,694	85,288
Travel	377	–	2,364,492	2,364,869	21,991	5,703	27,694	2,392,563	2,331,929
Conventions and meetings	25,854	23,007	170,210	219,071	16,649	22,009	38,658	257,729	257,381
Specific assistance to individuals	–	–	1,121,594	1,121,594	8,599	–	8,599	1,130,193	1,122,534
Dues and subscriptions	–	–	18,734	18,734	43,834	2,920	46,754	65,488	37,212
Minor equipment purchases and equipment rental	835	–	265,539	266,374	93,885	3,568	97,453	363,827	350,979
Ads, fees and miscellaneous	26,128	–	355,489	381,617	18,373	4,281	22,654	404,271	432,543
Interest	–	–	829,763	829,763	194,859	–	194,859	1,024,622	986,384
Impairment	–	–	–	–	–	–	–	–	767,632
Depreciation and amortization	–	–	1,671,184	1,671,184	113,446	3,905	117,351	1,788,535	1,754,576
	$254,896	$23,007	$79,618,852	$79,896,755	$8,566,845	$1,142,077	$9,708,922	$89,605,677	$86,090,245
	0.28%	0.03%	88.85%	89.16%	9.56%	1.28%	10.84%	100.00%	100.00%

[1] Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	Program Services [1]				Supporting Services [1]			Total Program [1] and Supporting Services Expenses
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2017
Salaries and related expenses	$164,816	$ –	$57,633,534	$57,798,350	$5,291,100	$ 989,588	$6,280,688	$64,079,038
Professional fees	49,613	–	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061
Supplies	4,514	–	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582
Telephone	108	–	420,160	420,268	194,042	4,612	198,654	618,922
Postage and shipping	5,503	–	26,188	31,691	15,258	14,302	29,560	61,251
Occupancy	–	–	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933
Outside printing, artwork and media	16,940	–	34,198	51,138	7,694	26,456	34,150	85,288
Travel	491	–	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381
Specific assistance to individuals	–	–	1,102,877	1,102,877	19,657	–	19,657	1,122,534
Dues and subscriptions	–	–	27,749	27,749	8,407	1,056	9,463	37,212
Minor equipment purchases and equipment rental	59	–	265,596	265,655	83,969	1,355	85,324	350,979
Ads, fees and miscellaneous	16,999	–	275,784	292,783	130,640	9,120	139,760	432,543
Interest	–	–	781,743	781,743	204,641	–	204,641	986,384
Impairment	–	–	767,632	767,632	–	–	–	767,632
Depreciation and amortization	220	–	1,654,763	1,654,983	96,114	3,479	99,593	1,754,576
	$280,174	$30,599	$76,585,361	$76,896,134	$7,879,911	$1,314,200	$9,194,111	$86,090,245
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%	100.00%

[1] Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2018 and 2017

	2018	2017
Cash flows from operating activities:		
Increase in net assets	$ 3,084,622	$ 2,970,712
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,788,535	1,754,576
Impairment	–	767,632
Bad debt provision	1,640,474	2,284,863
Bond issuance costs amortization	6,109	5,069
Increase in fair value of beneficial interest in trust held by others	(7,606)	(6,743)
Net loss (gain) on sales and disposals of fixed assets	9,100	(3,329)
Loss on extinguishment of debt	–	63,031
Change in fair value of interest rate swaps	(869,089)	(846,306)
Net unrealized and realized gains on investments	(553,415)	(494,883)
Temporarily restricted contributions	(631,087)	(2,025,590)
Permanently restricted contributions	(51,350)	(108,733)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(3,417,878)	(2,350,573)
Contributions receivable	86,551	468,453
Prepaid expenses and other current assets	1,076	31,026
Other assets	259,908	(363,547)
Accounts payable and accrued expenses	866,572	275,628
Deferred revenue	(979,155)	(41,683)
Other liabilities	242,867	225,770
Net cash provided by operating activities	1,476,234	2,605,373
Cash flows from investing activities:		
Purchases of fixed assets	(2,145,080)	(4,467,192)
Proceeds from sale of fixed assets and property held for sale	–	290,155
Change in investments, net	(382,689)	(200,721)
Change in assets limited as to use	535,158	(1,568,325)
Net cash used by investing activities	(1,992,611)	(5,946,083)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(2,029,914)	(18,950,657)
Issuance of long-term debt, net of bond issuance costs	–	22,081,045
Borrowings on lines of credit	610,319	–
Temporarily restricted contributions	631,087	2,025,590
Permanently restricted contributions	51,350	108,733
Net cash (used) provided by financing activities	(737,158)	5,264,711

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2018 and 2017

	2018	2017
(Decrease) increase in cash and cash equivalents	$ (1,253,535)	$ 1,924,001
Cash and cash equivalents, beginning of year	3,619,043	1,695,042
Cash and cash equivalents, end of year	$ 2,365,508	$ 3,619,043
Supplemental disclosure of cash flow information:		
Interest paid	$ 1,023,000	$ 942,000

See accompanying notes.

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools) through August 31, 2018 (see note 14); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2018 and 2017, approximately $2,277,000 and $1,705,000, respectively, of cash and cash equivalents, and approximately $3,003,000 and $2,816,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of $2,847,749 and $2,816,344 as of August 31, 2018 and 2017, respectively.

2. Summary of Significant Accounting Policies (Continued)

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 7.

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment.

Amortization expense recognized in 2017 totaled $33,131 related to a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

2. Summary of Significant Accounting Policies (Continued)

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believed that the patient list was impaired in 2017 and recorded $132,521 in impairment to write-off the remaining book value. Additionally, management believed that certain fixed assets were impaired in 2017 and recorded $635,111 in impairment related to those long-term assets. No other long-lived assets were deemed impaired at August 31, 2018 and 2017.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2018 and 2017 was $6,109 and $5,069 respectively. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2018 and 2017 totaled $1,640,474 and $2,284,863 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The decrease in bad debt provision in 2018 is due to a shift to third-party payors for services provided by Manchester Alcoholism Rehabilitation Center and changes in payor mix. See also note 5.

2. **Summary of Significant Accounting Policies (Continued)**

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2018 and 2017 were $12,719,900 and $8,302,300, respectively. The total contractual adjustments provided in 2018 and 2017 totaled $50,711,300 and $42,812,400, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 and 2018 are primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately $8,642,000 and $6,701,000 for the years ended August 31, 2018 and 2017, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc., through to the date of its dissolution (see note 1) received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

2. **Summary of Significant Accounting Policies (Continued)**

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 10. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2018 and 2017, Easter Seals NH had recognized a liability of $1,772,584 and $2,641,673, respectively, as a result of the interest rate swap agreements discussed in note 10. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of $869,089 and $846,306 for the years ended August 31, 2018 and 2017, respectively, in the accompanying consolidated statements of activity and changes in net assets.

Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842),* which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for Easter Seals NH on September 1, 2019, with early adoption permitted. Easter Seals NH is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 4, 2018, the date these consolidated financial statements were available to be issued. See also note 15.

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2018 and 2017 are as follows:

	Temporarily Restricted	Permanently Restricted	Total
2018			
Camping program	$ 4,760	$ 365,969	$ 370,729
Other programs	61,066	464,175	525,241
Operations	–	4,055,536	4,055,536
Total endowment net assets	$65,826	$4,885,680	$4,951,506
2017			
Camping program	$ 4,052	$ 365,969	$ 370,021
Other programs	52,585	430,204	482,789
Operations	–	3,994,823	3,994,823
Total endowment net assets	$56,637	$4,790,996	$4,847,633

3. **Classification of Net Assets (Continued)**

Changes in Endowment Net Assets

During the years ended August 31, 2018 and 2017, Easter Seals NH had the following endowment-related activities:

	Temporarily Restricted	Permanently Restricted	Total
Net endowment assets, August 31, 2016	$ 15,046	$4,640,631	$4,655,677
Investment return:			
Investment income, net of fees	25,641	–	25,641
Net appreciation (realized and unrealized)	20,017	–	20,017
Contributions	–	150,365	150,365
Appropriated for expenditure	(4,067)	–	(4,067)
Net endowment assets, August 31, 2017	56,637	4,790,996	4,847,633
Investment return:			
Investment income, net of fees	75,165	–	75,165
Net appreciation (realized and unrealized)	25,632	–	25,632
Contributions	–	94,684	94,684
Appropriated for expenditure	(91,608)	–	(91,608)
Net endowment assets, August 31, 2018	$ 65,826	$4,885,680	$4,951,506

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2018 and 2017 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total Non-Endowment Net Assets
2018				
Veterans program	$ –	$1,129,223	$ –	$ 1,129,223
Other programs	–	291,994	–	291,994
Operations	19,284,594	772,086	188,252	20,244,932
Total non-endowment net assets	$19,284,594	$2,193,303	$188,252	$21,666,149
2017				
Veterans program	$ –	$ 715,361	$ –	$ 715,361
Other programs	–	184,462	–	184,462
Operations	15,834,922	1,726,675	223,980	17,785,577
Total non-endowment net assets	$15,834,922	$2,626,498	$223,980	$18,685,400

3. Classification of Net Assets (Continued)

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2018 or 2017.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Contributions Receivable

Contributions receivable from donors as of August 31, 2018 and 2017 are $599,597 and $946,055, respectively, net of an allowance for doubtful accounts of $66,600 and $87,500, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2018:

2019	$562,557
2020	63,940
2021	36,200
2022	3,500
	$666,197

5. Manchester Alcoholism Rehabilitation Center Revenues

Revenues related to providing health services are recorded net of contractual allowances, discounts and any provision for bad debts. Substantially all such adjustments in 2018 and 2017 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual allowances, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2018 and 2017 from major payor sources, is as follows:

	Gross Revenues	Contractual Allowances and Discounts	Provision for Bad Debts	Revenues, Net
2018				
Private payors (includes coinsurance and deductibles)	$33,571,171	$(20,973,855)	$(1,057,046)	$11,540,270
Medicaid	31,615,594	(27,988,142)	(148,056)	3,479,396
Medicare	85,060	(8,159)	–	76,901
Self-pay	275,991	(168,460)	(85,872)	21,659
	$65,547,816	$(49,138,616)	$(1,290,974)	$15,118,226
2017				
Private payors (includes coinsurance and deductibles)	$33,264,634	$(21,055,057)	$(1,855,504)	$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	632,930	(98,180)	(209,128)	325,622
	$58,416,992	$(41,776,712)	$(2,229,258)	$14,411,022

6. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately $1,016,000 and $1,046,000 for the years ended August 31, 2018 and 2017, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2018, through the remaining contractual term of the underlying lease agreements, are as follows:

2019	$741,937
2020	456,177
2021	311,365
2022	224,162
2023	31,706

6. Leases (Continued)

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. This lease ended in 2018. Payments made under this agreement for the years ended August 31, 2018 and 2017 were $20,995 and $60,617, respectively. The assets are fully amortized as of August 31, 2018. The carrying value of assets recorded under the capital lease totaled $17,533, net of accumulated amortization of $161,286 at August 31, 2017. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2018 and 2017 was insignificant.

7. Fixed Assets

Fixed assets consist of the following at August 31:

	2018	2017
Buildings	$ 30,906,387	$ 27,501,343
Land and land improvements	3,331,184	2,989,333
Leasehold improvements	140,442	120,539
Office equipment and furniture	9,380,281	8,609,250
Vehicles	2,641,876	2,750,511
Construction in progress	177,686	2,806,165
	46,577,856	44,777,141
Less accumulated depreciation and amortization	(17,782,070)	(16,328,800)
	$ 28,795,786	$ 28,448,341

Depreciation and amortization expense related to fixed assets totaled $1,788,535 and $1,721,445 in 2018 and 2017, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately $1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for $1. The contribution representing the fair value of the building was recorded as deferred revenue at August 31, 2017. As of December 2017 the terms of the donation were met and Easter Seals NH recognized the remaining balance of $937,292 in unrestricted contributions.

8. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	2018	2017
Cash and cash equivalents	$ 1,200,834	$ 1,873,318
Marketable equity securities	1,716,059	1,450,878
Mutual funds	14,084,488	13,244,995
Corporate and foreign bonds	873,487	940,042
Government and agency securities	460,528	425,217
	18,335,396	17,934,450
Less: assets limited as to use	(2,555,250)	(3,090,408)
Total investments, at fair value	$15,780,146	$14,844,042

The composition of assets limited as to use at August 31, 2018 and 2017 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	2018	2017
Under a deferred compensation plan (see note 9):		
Investments	$1,660,727	$1,417,727
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	894,523	1,672,681
Total assets limited as to use	$2,555,250	$3,090,408

The principal components of investment income and net realized and unrealized gains included in continuing operations and other non-operating expenses, gains and losses are summarized below.

	2018	2017
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	$ 575,571	$ 546,014
Net unrealized gains	164,958	305,131
Net realized gains	312,824	121,090
	1,053,353	972,235
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	15,711	10,746
Net unrealized gains	14,335	51,569
Net realized gains	61,298	17,093
	91,344	79,408
	$1,144,697	$1,051,643

9. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately $579,000 and $479,000 for the years ended August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately $99,500 and $106,000 to this plan during the years ended August 31, 2018 and 2017, respectively. The assets and liabilities associated with this plan were $1,660,727 and $1,417,727 at August 31, 2018 and 2017, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

10. Borrowings

Borrowings consist of the following at August 31:

	2018	2017
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (2.95% at August 31, 2018), due in annual principal payments increasing from $40,417 to $62,917 with a final payment of $6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	$12,226,664	$12,705,000
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from $15,810 to $21,180 with a final payment of $5,404,249 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	7,724,289	9,052,520
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from $111 to $2,923 payable monthly through dates ranging from September 2018 through September 2021, secured by vehicles with a net book value of $267,979 at August 31, 2018.	179,929	312,440

10. Borrowings (Continued)

	2018	2017
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of $12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of $4,883,943 at August 31, 2018.	$ 2,285,333	$ 2,355,174
	22,416,215	24,425,134
Less current portion	1,241,671	2,008,973
Less net unamortized bond issuance costs	124,946	131,055
	$21,049,598	$22,285,106

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2019	$ 1,241,671
2020	857,166
2021	881,731
2022	876,813
2023	914,374
Thereafter	17,644,460
	$22,416,215

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a $500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are three notes payable totaling $7,185 and four notes payable totaling $58,244 at August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a $500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-four notes payable totaling $172,744 and twenty-five notes payable totaling $254,196 at August 31, 2018 and 2017, respectively, that originated under this agreement. Availability under this agreement at August 31, 2018 and 2017 is $327,256 and $245,804, respectively.

10. Borrowings (Continued)

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to $4 million (a portion of which is secured by available letters of credit of $38,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25%, subsequently amended twice (once in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% and in May 2018 to LIBOR rounded up to the nearest one-eighth of one percent plus 1.90%) (4.03% at August 31, 2018). Under an event of default, the interest rate will increase from LIBOR plus 1.90% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals VT and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to $1,000,000 for 30 consecutive days during each calendar year. Amounts outstanding under this revolving line of credit agreement at August 31, 2018 were $610,319. There was no outstanding balance at August 31, 2017.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals NH issued $13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals NH issued $9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

In connection with the refinancing of the 2004A revenue bonds in 2017, Easter Seals NH incurred a loss on extinguishment of debt totaling $63,031, primarily related to the write-off of certain unamortized bond issuance costs.

Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a $2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are $12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Interest Rate Swap Agreement

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of $12,226,664 and $12,705,000 at August 31, 2018 and 2017, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

10. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled $1,772,584 and $2,641,673 at August 31, 2018 and 2017, respectively, $244,261 and $348,636 of which was current at August 31, 2018 and 2017, respectively. During the years ended August 31, 2018 and 2017 net payments required by the agreement totaled $323,938 and $401,992, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 13 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2018, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

11. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

12. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were $39,036 and $38,326 for the years ended August 31, 2018 and 2017, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

13. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

13. **Fair Value of Financial Instruments (Continued)**

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2018 and 2017.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

13. Fair Value of Financial Instruments (Continued)

At August 31, 2018 and 2017, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	Level 1	Level 2	Level 3	Total
2018				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 1,200,834	$ –	$ –	$ 1,200,834
Marketable equity securities:				
Large-cap	1,182,262	–	–	1,182,262
International	533,797	–	–	533,797
Mutual funds, open-ended:				
Short-term fixed income	4,387,471	–	–	4,387,471
Intermediate-term bond fund	1,037,110	–	–	1,037,110
High yield bond fund	81,169	–	–	81,169
Foreign bond	30,620	–	–	30,620
Government securities	377,563	–	–	377,563
Emerging markets bond	56,094	–	–	56,094
International equities	1,091,145	–	–	1,091,145
Domestic, large-cap	1,113,968	–	–	1,113,968
Domestic, small-cap	269,615	–	–	269,615
Domestic, multi alt	736,276	–	–	736,276
Real estate fund	197,057	–	–	197,057
Mutual funds, closed-ended:				
Domestic, large-cap	3,172,644	–	–	3,172,644
Domestic, mid-cap	588,528	–	–	588,528
Domestic, small-cap	428,019	–	–	428,019
International equity	517,209	–	–	517,209
Corporate and foreign bonds	–	873,487	–	873,487
Government and agency securities	–	460,528	–	460,528
	$17,001,381	$1,334,015	$ –	$18,335,396
Beneficial interest in trust held by others:				
Money market funds	$ 7,096	$ –	$ –	$ 7,096
Marketable equity securities:				
Large-cap	71,948	–	–	71,948
Mutual funds:				
Domestic fixed income	–	23,924	–	23,924
	$ 79,044	$ 23,924	$ –	$ 102,968
Liabilities:				
Interest rate swap agreement	$ –	$ –	$1,772,584	$ 1,772,584

13. **Fair Value of Financial Instruments (Continued)**

	Level 1	Level 2	Level 3	Total
2017				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 1,873,318	$ –	$ –	$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	–	–	1,139,744
International	311,134	–	–	311,134
Mutual funds, open-ended:				
Short-term fixed income	4,254,127	–	–	4,254,127
Intermediate-term bond fund	1,098,931	–	–	1,098,931
High yield bond fund	52,926	–	–	52,926
Foreign bond	34,863	–	–	34,863
Government securities	491,892	–	–	491,892
Emerging markets bond	64,867	–	–	64,867
International equities	977,737	–	–	977,737
Domestic, large-cap	859,050	–	–	859,050
Domestic, small-cap	339,680	–	–	339,680
Domestic, multi alt	861,055	–	–	861,055
Real estate fund	188,220	–	–	188,220
Mutual funds, closed-ended:				
Domestic, large-cap	2,949,475	–	–	2,949,475
Domestic, mid-cap	499,421	–	–	499,421
Domestic, small-cap	240,364	–	–	240,364
Fixed Income and bond	4,577	–	–	4,577
International equity	327,810	–	–	327,810
Corporate and foreign bonds	–	940,042	–	940,042
Government and agency securities	–	425,217	–	425,217
	$16,569,191	$1,365,259	$ –	$17,934,450
Beneficial interest in trust held by others:				
Money market funds	$ 7,943	$ –	$ –	$ 7,943
Marketable equity securities:				
Large-cap	66,063	–	–	66,063
Mutual funds:				
Domestic fixed income	–	21,357	–	21,357
	$ 74,006	$ 21,357	$ –	$ 95,363
Liabilities:				
Interest rate swap agreement	$ –	$ –	$2,641,673	$ 2,641,673

13. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2018 and 2017:

	Interest Rate Swap
Ending balance, August 31, 2016	$(3,487,979)
Unrealized gain, net	846,306
Ending balance, August 31, 2017	(2,641,673)
Unrealized gain, net	869,089
Ending balance, August 31, 2018	$(1,772,584)

14. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. Effective August 31, 2018 the dissolution of Harbor Schools was finalized.

- On June 23 2017, Easter Seals NH sold the last property at 57 Webster Street.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

14. Discontinued Operations (Continued)

The summary statement of financial position for Harbor Schools as of August 31, 2017 was as follows:

	Harbor Schools
Total assets	$201,786
Net assets:	
Unrestricted	149,764
Temporarily restricted	28,196
Permanently restricted	23,826

There were no remaining balances as of August 31, 2018 for Harbor Schools noted above for purposes of summary statement of financial position presentation.

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2018 and 2017 are as follows:

	Harbor Schools		New Hampshire	
	2018	2017	2018	2017
Total public support and revenue	$ 1,203	$ 1,123	$ –	$ –
Operating expenses	–	(10,035)	–	(34,741)
Other non-operating expenses	(1,771)	(553)	–	–
Gain on sale of properties, net	–	–	–	6,475
Loss from discontinued operations	$ (568)	$ (9,465)	$ –	$ (28,266)

In addition, the accompanying consolidated financial statements include losses from various other discontinued operations totaling $7,712 in 2018.

15. Acquisition of The Homemakers Health Services, Inc.

On May 4, 2018, Easter Seals NH entered into a letter of intent to affiliate with The Homemakers Health Services, Inc. (the Organization). On September 1, 2018, Easter Seals NH acquired the Organization for no consideration. The Organization was not controlled by Easter Seals NH prior to this agreement. This affiliation will be accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. The Homemakers Health Services, Inc. had total net operating revenue of approximately $289,000 (unaudited) for the two months ended August 31, 2018, and $2,330,000 for year ended June 30, 2018. The financial position of The Homemakers Health Services, Inc. as of September 1, 2018 (unaudited), is as follows:

	(Unaudited)
Assets:	
Cash and cash equivalents	$ 119,865
Other current assets	148,613
Fixed assets, net	1,030,882
Total assets	$1,299,360
Liabilities:	
Accounts payable	$ 51,250
Accrued expenses and other liabilities	107,746
Debt	125,685
Total liabilities	284,681
Net assets:	
Unrestricted net assets	1,014,679
Total liabilities and net assets	$1,299,360

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2018

ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current assets:						
Cash and cash equivalents	$ 2,327,419	$ 29,169	$ 8,920	$ –	$ –	$ 2,365,508
Short-term investments, at fair value	3,002,574	–	–	–	–	3,002,574
Accounts receivable from affiliates	2,335,205	1,450,563	–	–	(3,785,768)	–
Program and other accounts receivable, net	10,427,498	566,808	89,283	–	–	11,083,589
Contributions receivable, net	492,283	1,020	2,654	–	–	495,957
Current portion of assets limited as to use	894,523	–	–	–	–	894,523
Prepaid expenses and other current assets	389,913	13,440	28,427	–	–	431,780
Total current assets	19,869,415	2,061,000	129,284	–	(3,785,768)	18,273,931
Assets limited as to use, net of current portion	1,641,337	19,390	–	–	–	1,660,727
Fixed assets, net	28,725,627	51,923	18,236	–	–	28,795,786
Investments, at fair value	12,777,572	–	–	–	–	12,777,572
Beneficial interest in trust held by others and other assets	206,608	–	–	–	–	206,608
	$63,220,559	$2,132,313	$ 147,520	$ –	$(3,785,768)	$61,714,624

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current liabilities:						
Line of credit	$ 610,319	$ –	$ –	$ –	$ –	$ 610,319
Accounts payable	2,709,560	12,816	187	–	–	2,722,563
Accrued expenses	5,295,718	8,054	31,085	–	–	5,334,857
Accounts payable to affiliates	–	–	3,785,768	–	(3,785,768)	–
Deferred revenue	685,999	11,540	7,111	–	–	704,650
Current portion of interest rate swap agreements	244,261	–	–	–	–	244,261
Current portion of long-term debt	1,241,671	–	–	–	–	1,241,671
Total current liabilities	10,787,528	32,410	3,824,151	–	(3,785,768)	10,858,321
Other liabilities	1,641,337	19,390	–	–	–	1,660,727
Interest rate swap agreements, less current portion	1,528,323	–	–	–	–	1,528,323
Long-term debt, less current portion, net	21,049,598	–	–	–	–	21,049,598
Total liabilities	35,006,786	51,800	3,824,151	–	(3,785,768)	35,096,969
Net assets (deficit):						
Unrestricted	20,883,776	2,075,949	(3,675,131)	–	–	19,284,594
Temporarily restricted	2,256,065	4,564	(1,500)	–	–	2,259,129
Permanently restricted	5,073,932	–	–	–	–	5,073,932
Total net assets (deficit)	28,213,773	2,080,513	(3,676,631)	–	–	26,617,655
	$63,220,559	$2,132,313	$ 147,520	$ –	$(3,785,768)	$61,714,624

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2017

ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current assets:						
Cash and cash equivalents	$ 3,589,555	$ 19,385	$ 10,103	$ –	$ –	$ 3,619,043
Short-term investments, at fair value	2,816,344	–	–	–	–	2,816,344
Accounts receivable from affiliates	1,489,181	1,668,124	–	149,764	(3,307,069)	–
Program and other accounts receivable, net	8,599,952	691,294	14,939	–	–	9,306,185
Contributions receivable, net	568,342	920	13,246	–	–	582,508
Current portion of assets limited as to use	1,566,680	–	–	–	–	1,566,680
Prepaid expenses and other current assets	389,372	12,775	30,710	–	–	432,857
Total current assets	19,019,426	2,392,498	68,998	149,764	(3,307,069)	18,323,617
Assets limited as to use, net of current portion	1,511,218	12,510	–	–	–	1,523,728
Fixed assets, net	28,359,254	75,573	13,514	–	–	28,448,341
Investments, at fair value	11,975,676	–	–	52,022	–	12,027,698
Beneficial interest in trust held by others and other assets	458,909	–	–	–	–	458,909
	$61,324,483	$2,480,581	$ 82,512	$201,786	$(3,307,069)	$60,782,293

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Current liabilities:						
Accounts payable	$ 2,388,870	$ 25,812	$ 2,554	$ –	$ –	$ 2,417,236
Accrued expenses	4,750,875	–	22,737	–	–	4,773,612
Accounts payable to affiliates	–	–	3,307,069	–	(3,307,069)	–
Deferred revenue	1,635,253	33,557	14,995	–	–	1,683,805
Current portion of capital lease obligation	20,995	–	–	–	–	20,995
Current portion of interest rate swap agreements	348,636	–	–	–	–	348,636
Current portion of long-term debt	2,008,973	–	–	–	–	2,008,973
Total current liabilities	11,153,602	59,369	3,347,355	–	(3,307,069)	11,253,257
Other liabilities	1,405,350	12,510	–	–	–	1,417,860
Interest rate swap agreements, less current portion	2,293,037	–	–	–	–	2,293,037
Long-term debt, less current portion, net	22,285,106	–	–	–	–	22,285,106
Total liabilities	37,137,095	71,879	3,347,355	–	(3,307,069)	37,249,260
Net assets (deficit):						
Unrestricted	16,553,419	2,401,641	(3,269,902)	149,764	–	15,834,922
Temporarily restricted	2,642,819	7,061	5,059	28,196	–	2,683,135
Permanently restricted	4,991,150	–	–	23,826	–	5,014,976
Total net assets (deficit)	24,187,388	2,408,702	(3,264,843)	201,786	–	23,533,033
	$61,324,483	$2,480,581	$ 82,512	$201,786	$(3,307,069)	$60,782,293

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2018

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Public support and revenue:						
Public support:						
Contributions, net	$ 1,913,486	$ 28,113	$ 83,497	$ –	$ –	$ 2,025,096
Special events, net	1,898,837	394	55,087	–	–	1,954,318
Annual campaigns, net	371,433	4,761	5,148	–	–	381,342
Bequests	138,000	–	–	–	–	138,000
Total public support	4,321,756	33,268	143,732	–	–	4,498,756
Revenue:						
Fees and grants from governmental agencies and others, net	58,082,135	5,261,341	292,224	–	–	63,635,700
Other grants	21,165,950	1,060,871	246,770	–	–	22,473,591
Dividend and interest income	591,280	2	–	–	–	591,282
Rental income	27,050	–	–	–	–	27,050
Intercompany revenue	741,597	–	–	–	(741,597)	–
Other	110,189	12,475	24	–	–	122,688
Total revenue	80,718,201	6,334,689	539,018	–	(741,597)	86,850,311
Total public support and revenue	85,039,957	6,367,957	682,750	–	(741,597)	91,349,067
Operating expenses:						
Program services:						
Public health education	246,678	7,099	1,119	–	–	254,896
Professional education	23,007	–	–	–	–	23,007
Direct services	72,888,726	6,001,327	761,733	–	(32,934)	79,618,852
Total program services	73,158,411	6,008,426	762,852	–	(32,934)	79,896,755

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Supporting services:						
Management and general	$ 8,536,262	$ 614,425	$ 124,821	$ –	$(708,663)	$ 8,566,845
Fundraising	869,629	73,295	199,153	–	–	1,142,077
Total supporting services	9,405,891	687,720	323,974	–	(708,663)	9,708,922
Total functional expenses	82,564,302	6,696,146	1,086,826	–	(741,597)	89,605,677
Support of National programs	39,036	–	–	–	–	39,036
Total operating expenses	82,603,338	6,696,146	1,086,826	–	(741,597)	89,644,713
Increase (decrease) in net assets from operations	2,436,619	(328,189)	(404,076)	–	–	1,704,354
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	869,089	–	–	–	–	869,089
Net unrealized and realized gains on investments	553,415	–	–	–	–	553,415
Increase in fair value of beneficial interest in trust held by others	7,606	–	–	–	–	7,606
Loss on sales and disposals of fixed assets	(9,100)	–	–	–	–	(9,100)
Other non-operating expenses	(32,462)	–	–	–	–	(32,462)
	1,388,548	–	–	–	–	1,388,548
Loss from discontinued operations	–	–	(7,712)	(568)	–	(8,280)
Increase (decrease) in net assets before effects of dissolution of an affiliate	3,825,167	(328,189)	(411,788)	(568)	–	3,084,622
Dissolution of an affiliate	201,218	–	–	(201,218)	–	–
Total increase (decrease) in net assets	4,026,385	(328,189)	(411,788)	(201,786)	–	3,084,622
Net assets (deficit) at beginning of year	24,187,388	2,408,702	(3,264,843)	201,786	–	23,533,033
Net assets (deficit) at end of year	$28,213,773	$2,080,513	$(3,676,631)	$ –	$ –	$26,617,655

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2017

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Public support and revenue:						
Public support:						
Contributions, net	$ 2,330,292	$ 22,084	$ 94,429	$ –	$ –	$ 2,446,805
Special events, net	1,627,232	3,917	80,125	–	–	1,711,274
Annual campaigns, net	292,955	10,473	18,607	–	–	322,035
Bequests	288,456	–	–	–	–	288,456
Total public support	4,538,935	36,474	193,161	–	–	4,768,570
Revenue:						
Fees and grants from governmental agencies and others, net	54,830,934	5,065,405	1,145,379	–	–	61,041,718
Other grants	19,998,951	1,002,769	337,494	–	–	21,339,214
Dividend and interest income	556,758	2	–	–	–	556,760
Rental income	27,225	–	–	–	–	27,225
Intercompany revenue	759,869	–	–	–	(759,869)	–
Other	129,094	1,000	2,095	–	–	132,189
Total revenue	76,302,831	6,069,176	1,484,968	–	(759,869)	83,097,106
Total public support and revenue	80,841,766	6,105,650	1,678,129	–	(759,869)	87,865,676
Operating expenses:						
Program services:						
Public health education	272,981	7,179	14	–	–	280,174
Professional education	30,599	–	–	–	–	30,599
Direct services	69,254,921	5,620,706	1,751,400	–	(41,666)	76,585,361
Total program services	69,558,501	5,627,885	1,751,414	–	(41,666)	76,896,134

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Supporting services:						
Management and general	$ 7,854,998	$ 551,880	$ 191,236	$ –	$(718,203)	$ 7,879,911
Fundraising	1,039,446	75,463	199,291	–	–	1,314,200
Total supporting services	8,894,444	627,343	390,527	–	(718,203)	9,194,111
Total functional expenses	78,452,945	6,255,228	2,141,941	–	(759,869)	86,090,245
Support of National programs	38,326	–	–	–	–	38,326
Total operating expenses	78,491,271	6,255,228	2,141,941	–	(759,869)	86,128,571
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	–	–	1,737,105
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	846,306	–	–	–	–	846,306
Net unrealized and realized gains on investments	494,883	–	–	–	–	494,883
Increase in fair value of beneficial interest in trust held by others	6,743	–	–	–	–	6,743
Loss on bond refinance	(63,031)	–	–	–	–	(63,031)
Loss on sales and disposals of fixed assets	(3,674)	–	528	–	–	(3,146)
Other non-operating expenses	(10,417)	–	–	–	–	(10,417)
	1,270,810	–	528	–	–	1,271,338
Loss from discontinued operations	(28,266)	–	–	(9,465)	–	(37,731)
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	(9,465)	–	2,970,712
Net assets (deficit) at beginning of year	20,594,349	2,558,280	(2,801,559)	211,251	–	20,562,321
Net assets (deficit) at end of year	$24,187,388	$2,408,702	$(3,264,843)	$201,786	$ –	$23,533,033

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2018

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Salaries and related expenses	$61,637,499	$5,345,519	$ 723,908	$ –	$ –	$67,706,926
Professional fees	8,697,878	669,966	170,708	–	(741,597)	8,796,955
Supplies	2,371,309	33,136	11,759	–	–	2,416,204
Telephone	574,477	35,251	16,084	–	–	625,812
Postage and shipping	52,277	1,689	792	–	–	54,758
Occupancy	2,293,069	170,645	63,386	–	–	2,527,100
Outside printing, artwork and media	42,146	4,051	4,497	–	–	50,694
Travel	2,061,630	306,760	24,173	–	–	2,392,563
Conventions and meetings	238,764	15,397	3,568	–	–	257,729
Specific assistance to individuals	1,053,536	41,070	35,587	–	–	1,130,193
Dues and subscriptions	64,350	–	1,138	–	–	65,488
Minor equipment purchases- and equipment rental	347,406	14,929	1,492	–	–	363,827
Ads, fees and miscellaneous	357,091	22,997	24,183	–	–	404,271
Interest	1,024,622	–	–	–	–	1,024,622
Depreciation and amortization	1,748,248	34,736	5,551	–	–	1,788,535
	$82,564,302	$6,696,146	$1,086,826	$ –	$(741,597)	$89,605,677

* Includes Manchester Alcoholism Rehabilitation Center.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2017

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin-ations	Total
Salaries and related expenses	$57,687,981	$4,925,625	$1,465,432	$ –	$ –	$64,079,038
Professional fees	8,463,640	640,027	278,263	–	(759,869)	8,622,061
Supplies	2,180,957	38,894	17,731	–	–	2,237,582
Telephone	566,435	37,125	15,362	–	–	618,922
Postage and shipping	57,742	1,295	2,214	–	–	61,251
Occupancy	2,022,811	154,091	168,031	–	–	2,344,933
Outside printing, artwork and media	71,825	6,754	6,709	–	–	85,288
Travel	1,990,758	313,059	28,112	–	–	2,331,929
Conventions and meetings	214,857	31,141	11,383	–	–	257,381
Specific assistance to individuals	1,025,235	33,829	63,470	–	–	1,122,534
Dues and subscriptions	34,018	200	2,994	–	–	37,212
Minor equipment purchases- and equipment rental	338,335	11,384	1,260	–	–	350,979
Ads, fees and miscellaneous	335,912	24,820	71,811	–	–	432,543
Interest	986,384	–	–	–	–	986,384
Impairment	767,632	–	–	–	–	767,632
Depreciation and amortization	1,708,423	36,984	9,169	–	–	1,754,576
	$78,452,945	$6,255,228	$2,141,941	$ –	$(759,869)	$86,090,245

* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

2019 Farnum Center Board of Directors

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Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Employment

7/88 to Present — President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont, New York, Maine, Rhode Island, and Connecticut. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88 — Executive Vice President
Vice President

8/75 – 6/85 — Deputy Executive Director
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75

New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.
870 Hayward St.
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 – 7/71

New Hampshire Department of Education
Keene Public Schools
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 – 8/70

Gary Public Schools
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 – 1/69

Charlottesville Public Schools
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

Education

9/62 – 8/66 University of Virginia, Charlottesville, VA
B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.

9/66 – 8/67 University of Virginia, Charlottesville, VA
36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

Service

National

Chairman, Board of Trustees, CARF, 1990-1991
Member, Board of Trustees, CARF, 1985-1991
Medders Award, Outstanding Easter Seals Executive, 1995
President, Easter Seals Leadership Association, 1998-2000

Local

Queen City Rotary Club, Member
Serenity Place, Board of Directors
Mayor's Task Force/Senior Services
Hillcrest Terrace, Board of Directors
CEO Council
Dartmouth Hitchcock Medical Center – Assembly of Overseers
YMCA Disability Council

Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010
Non-Profit Business of the Year, *Business NH Magazine*, 2005
Non-Profit Business of the Decade, *Business NH Magazine*, 2000
Non-Profit Business of the Year, *Business NH Magazine*, 1994

Elin Treanor
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

2012 – Present
Easter Seals New Hampshire, Inc., Manchester, NH
Chief Operating Officer/Chief Financial Officer
Oversee all program and fiscal management of multi-corporate, multi-state entity.

1994 – 2012
Easter Seals New Hampshire, Inc., Manchester, NH
Senior Vice President & Chief Financial Officer
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions.

1988 – 1994
Easter Seal Society of NH, Inc., Manchester, NH
Vice President of Finance
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from $600,000 deficit in 1988 to $100,000 surplus in 1989 and surpluses every year thereafter.

1984 – 1988
Easter Seal Society of NH, Inc., Manchester, NH
Controller
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate

reorganizations to multiple entities and external corporate mergers and acquisitions.

1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.

1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.

1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.

1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

1989 New Hampshire College, Hooksett, NH
Masters in Business Administration

1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major

1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

SERVICE:

National Easter Seals:
Leader of Northeast Region Chief Financial Officers
Treasurer of Northeast Region Leadership Association
Past Chairman of the Quality Council

NANCY L. ROLLINS

EXPERIENCE

Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.
555 Auburn Street
Manchester, NH 03103

Chief Strategy Officer — November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.
Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

Goodwill Industries of Northern New England
38 Locke Road, #2
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy — January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
129 Pleasant Street
Concord, New Hampshire 03301

Associate Commissioner – March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability, individuals age 60 or older, adult protective services ages 18 and up, individuals with substance abuse and alcohol abuse disorders, persons who are homeless or at risk of homelessness, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual's choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner's Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

State of New Hampshire
Department of Health and Human Services
Office of Medicaid Business & Policy
And
Division of Community Based Care Services
129 Pleasant Street
Concord, NH 03301

Interim Director – January, 2006 – March, 2006

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability, and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
129 Pleasant Street
Concord, NH 03301

Director – July 1995 – January 2, 2006

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child

protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of $124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

State of New Hampshire
Department of Health and Human Services
Division for Children, Youth, and Families
6 Hazen Drive
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating a parent support effort; minority outreach; and training initiatives; and instituting new services delivery for children and adolescents who have a serious emotional disturbance.

State of New Hampshire
Department of Health and Human Services
Division of Mental Health and Developmental Services
105 Pleasant Street
Concord, NH 03301 March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP). Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

River Valley Counseling Center, Inc. May 1978 – February 1989
Chicopee Adolescent Program
Chicopee, Massachusetts

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports; Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an $850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

Hartford Neighborhood Centers
Mitchell House
Hartford, Connecticut
September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

Springfield Girls Club/ Family Center
Springfield, Massachusetts
September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

EDUCATION

Master of Social Work
University of Connecticut
School of Social Work
West Hartford, Connecticut

Degree conferred, May 1985
Concentration in Public Policy and Administration-Minor in Group Work

Bachelor of Science, Cum Laude
Springfield College
Springfield, Massachusetts

Degree conferred, May 1985
Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

TEACHING EXPERIENCE

Dartmouth College Medical School
Department of Psychiatry
Dartmouth-Hitchcock Medical Center
Lebanon, New Hampshire
Adjunct Faculty January 2001 - Dec 2005

Springfield College
School of Human Services
Manchester, New Hampshire
Adjunct Faculty May 1999 – August 2005

New Hampshire Public Manager Program
NH Division of Personnel
Bureau of Education and Training
Professional Mentor for a middle management employee December 1997 – December 1999

University of New Hampshire
School of Health and Human Services
Department of Social Work
Adjunct Faculty September 1996 - 1999

PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor's Interagency Council on Homelessness (ICH) Employment Workgroup
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present
Chair Oct 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families For the 21st Century* this initiative is co-sponsored by the National Association of Public Child Welfare Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children's Behavioral Health Collaborative, Member Leadership Committee 2010-

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013
NASMHPD representative to the Children's Mental Health Subcommittee
Chair, NASMHPD President's Task Force on Returning Veteran's
Board Member Member-at-Large 2011-2013
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013
NASMHPD Representative to the 27th Annual Rosalyn Carter Symposium on Mental Health Policy, *"Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice"*, Atlanta, Georgia, Oct. 26 and 27, 2011.
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association
SMHRCY Representative to Children's Mental Health Subcommittee and
NAPCWA Executive Committee, 1991 - 1994
NH State Child Welfare Representative, 1995- Present
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors
Judge Baker Children's Center, Boston, Mass.
Committee Member, 1995 – January 2006
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003
25 Walker Street
Concord, New Hampshire

State Advisory Board - Member- at-large

University of New Hampshire
School of Health and Human Services
Department of Social Work September 1998 – September 2002
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998
Georgetown University Child Development Center
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)
NH State Representative, 1989 - 1994
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way
Member, Substance Abuse Subcommittee
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988-1989
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)
Member of Statewide Board of Directors, 1985 - 1987

CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town of New London appointed by Town Board of Selectmen. 2012 – 2016
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman 2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield, Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present
Chair, May 2015 -2016
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

Awards

Awarded the "*New Hampshire National Guard Distinguished Service Medal*" for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the *"Commissioner's Award"* which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15th National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions
Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center-
1998- 2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for- profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

ectivities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

JOSEPH T. EMMONS

Easterseals NH ♦ 555 Auburn Street ♦ Manchester, NH 03103 ♦ (603) 621.3570 ♦ jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship; acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.

- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving December 2010 – October 2013
Manage $3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from $1,000 to $10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving July 2009 – December 2010
Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon June 2005 – June 2009
Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from $95,000 to $170,000

Assistant Director, Alumni Relations September 2004 – June 2005
Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH
Recruiter April 2004 – September 2004
Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration January 2008
Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business May 2004
Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board Sept. 2010 – Sept. 2016
Diocesan School Board – New Hampshire June 2014 – present
Goffstown Junior Baseball Board January 2016 - present

CHERYL A. WILKIE, Psy.D., MLADC
Phone: 603-622-4207
Cell phone: 603-496-6674
cwilkie@eastersealsnh.org

EMPLOYMENT HISTORY

Easter Seals New Hampshire, Inc./Farnum Center 2008-present
Senior Vice President of Substance Abuse Services
Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations and building construction.

- Currently remodeling a 25,000 square foot commercial building.
- Project Manager on building licensed treatment facilities in charge of supervising contractors and subcontractors.
- Currently managing 10 million dollar budgets.
- Effective communication skills resulting in ongoing client connections.
- Conducts safety inspections daily throughout treatment facilities.
- Supervises a staff of 100 that including doctors, nurses and management.
- Identify a development needs for all staff (clinical and resident instructors) and provide training.
- Design evidence based programming for all modalities.
- Develop grant proposals and other funding opportunities in collaboration with staff.
- Coordinates and facilitates treatment team meetings.
- Opened 5 additional intensive outpatient programs.
- Assure program compliance with applicable Federal and State laws and regulations.
- Administrative and fiscal records using EMR software.
- Attend community meetings to support substance abuse programming throughout the New England area.

Southern New Hampshire Services
Pre-Placement Program, Manchester, N.H. 2003-2008
Director of a drug and alcohol treatment program for offenders in the criminal justice system.

- Supervision of all staff.
- Administration of all Community Corrections Programs.
- Provided individual and group counseling to clients waiting to enter intensive outpatient or residential programs.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, N.H. 1998-2003
Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

- Provide chemical dependency evaluations for clients involved in the criminal justice system through the Pre-Trial Services, Diversion and FAST Programs.
- Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Provide training to all staff involving drug and alcohol and mental health issues.

Southern New Hampshire Services

Manchester Academy Program, Manchester, N.H. 1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program 2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Manchester Academy Program, Manchester, N.H. 1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program 2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Odyssey Family Center, Canterbury, N.H. 1993-1998

Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

- Supervised direct care staff.
- Provided drug and alcohol treatment services, individual and group counseling.
- Provided intake evaluations and to case load management.
- Coordinated outreach screening and continuing care services for clients and their children.
- Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole Field Services 1991-1992

- Set up and co-facilitated counseling support groups for women being paroled to their home communities.
- Counseled women with drug and alcohol issues, parenting issues, financial problems, and domestic violence and sexual abuse issues.
- Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice system.

N.H. State Prison for Women, Goffstown, N.H. 1987-1993

Internship through Springfield College

- Provided individual counseling and group therapy as a drug and alcohol counselor.
- Performed crisis intervention within the prison system.
- Provided transitional support for women returning to their home communities.

EDUCATION

Psy.D., Forensic Psychology, Eisner Institute, 2009.

Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998

Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSE AND CERTIFICATION

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/2017
Clinically certified by the Department of Transportation to perform evaluations (SAP)

CHRISTINE WEBER, LADC

Licensed Alcohol and Drug Abuse Counselor. License #814 since 2010.

EDUCATION:
--Associate Degree in Science in Addiction Counseling. New Hampshire Technical Institute, Concord, New Hampshire.
-- Bachelor of Science in Psychology, University of New Hampshire.

AFFILIATIONS:
--2008-2010 NHADACA Chair of Professional Development Committee
--2011-2012 NH Center for Excellence Clinical Supervision Collaborative
--Greater Manchester Substance Abuse Collaborative
--NIATx Collaborative
--Concord Hospital Intern: Behavioral Health/Substance Abuse Services.
--Adult Drug Court Planning Initiative
--NH Military Alcohol & Drug Committee

WORK EXPERIENCE:

Serenity Place Crisis Center, Manchester New Hampshire:
Crisis Site Technician: February 2006 to April 2007. Detoxification
Substance Abuse Counselor: April 2007 to November 2008.

R.E.A.P (Resources for Evaluating Alcohol Problems), Manchester New Hampshire:
DWI Aftercare Facilitator: May 2011 to September 2011.

Easter Seals Farnum Center, Manchester New Hampshire:
Residential Substance Abuse Counselor: November 2008 to February 2012.
Outpatient Substance Abuse Counselor: February 2012 to July 2012.

Program Coordinator Concord Office: July 2012 to February 2013

Outpatient Program Coordinator Manchester: February 2013 to June 2013
Other areas of focus: ATR and WITS/VMS Administrator, Domestic Violence

Practice Manager: June 2013 to present

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Easter Seals NH, Inc.

Name of Program/Service: Mancheser Alcoholism Rehabiliation Center

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Larry Gammon, President & CEO	$367,107	0.00%	$0.00
Elin Treanor, CFO	$244,800	0.00%	$0.00
Nancy Rollins, COO	$117,000	0.00%	$0.00
Tina Sharby, CHRO	$145,656	0.00%	$0.00
Joseph Emmons, SVP Development	$120,000	0.00%	$0.00
Cheryl Wilkie, SVP Substance Abuse Services	$175,000	25.00%	$43,750.00
Christine Weber, VP Operations Farnum Center	$103,000	43.00%	$44,290.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages Line Item 1 of Budget request)			$88,040.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

NOV21'18 PM 2:26 DAS

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 14, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to eight (8) of the thirteen (13) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by $3,362,900 from $4,915,198 to an amount not to exceed $8,278,098 with no change in the completion date of June 30, 2019, effective upon the date of Governor and Executive Council approval. 69.35% Federal, 13.50% General, and 17.15% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	**$240,000**	**$3,400**	**$243,400**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
FIT/NHNH, Inc.	$854,031	$0.00	$854,031	O: 07/27/18 Item #7 A: 11/14/18 Item #14
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0.00	$247,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	**$624,599**	**$890,300**	**$1,514,899**	**O: 07/27/18 Item #7**
Headrest	**$147,999**	**$80,600**	**$228,599**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Manchester Alcoholism Rehabilitation Center	**$1,118,371**	**$1,091,800**	**$2,210,171**	**O:06/20/18 Late Item G A: 07/27/18 Item**

				#7
Hope on Haven Hill	**$278,641**	**$218,400**	**$497,041**	**O: 07/27/18 Item #7**
North Country Health Consortium	**$287,406**	**$114,200**	**$401,606**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Phoenix Houses of New England, Inc.	**$232,921**	**$584,600**	**$817,521**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Seacoast Youth Services	$73,200	$0.00	$73,200	O:06/20/18 Late Item G A: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	**$589,540**	**$379,600**	**$969,140**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
The Community Council of Nashua, N.H.	$162,000	$0.00	$162,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
West Central Services, Inc.	$59,490	$0.00	$59,490	O:06/20/18 Late Item G A: 07/27/18 Item #7
Total	**$4,915,198**	**$3,362,900**	**$8,278,098**	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is **sole source** because the increase to the price limitation for eight (8) vendor exceeds ten (10) percent of the total contract value.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet

major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow the above eight (8) vendors listed above in bold to continue and potentially expand access to residential treatment services provided to Medicaid-covered individuals with opioid use disorder (OUD). Funds in this amendment will be used to cover $100 of room and board payments for Medicaid beneficiaries with OUD in low and high intensity residential treatment services. These funds will support existing residential programs to continue serving the Medicaid population, which has been cited as a challenge by treatment providers as a result of differing rates of reimbursement between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. The eight (8) vendors above will use these funds to ensure that individuals with OUD receiving high or low intensity residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Additionally, the Department will continue to monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. Contractor financial health is also being monitored monthly.

Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,759	$0	$194,759
Sub-total			$194,759	$0	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$188,372	$0	$188,372
Sub-total			$188,372	$0	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$84,035	$0	$84,035
Sub-total			$84,035	$0	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$1,419,560	$0	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$451,016	$0	$451,016
Sub-total			$451,016	$0	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$436,227	$0	$436,227
Sub-total			$436,227	$0	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,606	$0	$194,606
Sub-total			$194,606	$0	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$3,287,382	$0	$3,287,382

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$3,400	$3,400
Sub-total			$0	$3,400	$3,400

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

2019	102-500734	Contracts for Prog Svc	$0	$1,091,800	$1,091,800
Sub-total			$0	$1,091,800	$1,091,800

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$208,256	$0	$208,256
Sub-total			$208,256	$0	$208,256

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$890,300	$890,300
Sub-total			$0	$890,300	$890,300

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$80,600	$80,600
Sub-total			$0	$80,600	$80,600

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$218,400	$218,400
Sub-total			$0	$218,400	$218,400

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$114,200	$114,200
Sub-total			$0	$114,200	$114,200

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$584,600	$584,600
Sub-total			$0	$584,600	$584,600

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

Attachment A
Financial Details

2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Southeastern NH Alcohol and Drug Services — Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$379,600	$379,600
Sub-total			$0	$379,600	$379,600

West Central Services — Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0
Total SOR Grant			$208,256	$3,362,900	$3,571,156
Grand Total All			$4,915,198	$3,362,900	$8,278,098

Grand Total by Vendor

PO	Vendors		Current Price Limitation	Increase/Decrease	New Price Limitation
0	Community Council of Nashua-Gr Nashua Comm Mental Health	Vendor Code: 154112-B001	$162,000	$0	$162,000
0	Dismas Home of NH	Vendor Code:TBD	$240,000	$3,400	$243,400
0	Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum	Vendor Code: 177204-B005	$1,118,371	$1,091,800	$2,210,171
0	FIT/NHNH	Vendor Code: 157730-B001	$854,031	$0	$854,031
0	Grafton County	Vendor Code: 177397-B003	$247,000	$0	$247,000
0	Greater Nashua Council on Alcoholism	Vendor Code: 166574-B001	$624,599	$890,300	$1,514,899
0	Headrest, Inc	Vendor Code: 175226-B001	$147,999	$80,600	$228,599
	Hope on Haven Hill	Vendor Code: 275119-B001	$278,641	$218,400	$497,041
0	North Country Health Consortium	Vendor Code: 158557-B001	$287,406	$114,200	$401,606
0	Phoenix Houses of New England, Inc.	Vendor Code: 177589-B001	$232,921	$584,600	$817,521
0	Seacoast Youth Services	Vendor Code: 203944-B001	$73,200	$0	$73,200
0	Southeastern NH Alcohol and Drug Services	Vendor Code 155292-B001	$589,540	$379,600	$969,140
0	West Central Services	Vendor Code: 177654-B001	$59,490	$0	$59,490
	Total		$4,915,198	$3,362,900	$8,278,098

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,210,171.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

Katja S. Fox
Director

Contractor Name Manchester Alcoholism Rehabilitation Center

11/14/18
Date

Name: Elin Treanor
Title: CFO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on 11-14-18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/16/2018
Date

Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist

individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information

Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.7 and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if

applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:

3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board

of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1 and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional

boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the Informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients receiving residential level of care 3.5 covered by room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential level of care 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

How and when the vendor will report to the Department on progress on implementation and effectiveness

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788) and;
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.

3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2, remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 8 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.5.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care 3.5.

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover;

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3

6.2.5. Amount being billed to the Department for the service

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

7.2.4. The Contractor shall maintain documentation of the following:

7.2.4.1. WITS Client ID #;

7.2.4.2. Period for which prescription is intended;

7.2.4.3. Name and dosage of the medication;

7.2.4.4. Associated Medicaid Code;

7.2.4.5. Charge for the medication.

7.2.4.6. Client cost share for the service; and

7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.

7.3.3. The Contractor shall maintain documentation of the following:

7.3.3.1. WITS Client ID #;

7.3.3.2. Date of Service;

7.3.3.3. Description of service;

7.3.3.4. Associated Medicaid Code;

7.3.3.5. Charge for the service;

7.3.3.6. Client cost share for the service; and

7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Low-Intensity Residential Treatment

8.1. The Contractor may charge the client fees for room and board, in addition to:

8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2, using the sliding fee scale

8.1.2. The charges to the Department

8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

8.4. The Contractor shall maintain records to account for the client's contribution to room and board.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2, Service Fee Table. The Contractor shall:

10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

11. Funds in this contract may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep detailed records of their activities related to Department funded programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	$275.00	Per evaluation
1.2.	Individual Outpatient	$22.00	15 min
1.3.	Group Outpatient	$6.60	15 min
1.4.	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
1.7.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.8.	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$215.00	Per day
1.9.	Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
1.10.	Recovery Support Services: Group Intensive Case Management	$5.50	15 min

7

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is retroactive because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Svcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakley, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Bvr Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	139**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FITAPANH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,078	$0	$22,078
Sub-total			$22,078	$0	$22,078

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33040000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,977	$1,549,015	$4,706,842

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Manchester Alcoholism Rehabilitation Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

10. Contract Compliance Audits

10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 9, in its entirety.

The rest of this page left intentionally blank.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

Katja S. Fox
Director

Manchester Alcoholism Rehabilitation Center

6/27/2018
Date

Name: Elin Mehlin
Title: CFO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on 6/27/2018. before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Cynthia Ross
Signature of Notary Public or ~~Justice of the Peace~~

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

Name and Title of Notary or ~~Justice of the Peace~~

My Commission Expires: _____

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/18
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:



KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Easter Seals NH, Inc.

Name of Program/Service: Manchester Alcoholism Rehabilitation Center

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Larry Gammon, President & CEO	$367,107	0.00%	$0.00
Elin Treanor, CFO	$244,800	0.00%	$0.00
Nancy Rollins, COO	$117,000	0.00%	$0.00
Tina Sharby, CHRO	$145,656	0.00%	$0.00
Joseph Emmons, SVP Development	$120,000	0.00%	$0.00
Cheryl Wilkie, SVP Substance Abuse Services	$175,000	25.00%	$43,750.00
Christine Weber, VP Operations Farnum Center	$103,000	43.00%	$44,290.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$88,040.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

9

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,408
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Bilotay, Prog Specialist IV, Child Bhvl Health
4. Paul Kleman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Bhvl Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	282	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	294	Greater Nashua
12. North Country Health Consortium	440	329	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	351	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	331	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-93-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,268		$337,268
Sub-total			$337,268	$0	$337,268

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 378228-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158587-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 176226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,384		$103,384
Sub-total			$103,384	$0	$103,384

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177539-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,648		$41,648
Sub-total			$41,648	$0	$41,648
Total Clinical Svs			$2,205,833	$0	$2,205,833
Grand Total All			$3,157,077	$0	$3,157,077

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-07)

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 Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 555 Auburn Street Manchester NH 03103	
1.5 Contractor Phone Number 603-621-3461	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $1,118,371
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Elin Treanor, CFO		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	

1.13 Acknowledgement: State of NH , County of Hillsborough

On May 31, 2018, 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

Cynthia Ross

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

1.14 State Agency Signature Date: 6/7/18	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: On: 6/8/18

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 ET
Date 5/31/18

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.

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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 _____

Date 5/31/18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. The Contractor will provide residential services in facilities located in Franklin and Manchester New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and

recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.6. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the

Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.8 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:



2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely

be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical Incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments

on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.

2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.

3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   4.6. The Contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The Contractor shall post the following documents in a public area:
      4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The Contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The Contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or

6.3.4. Has been diagnosed with a mental health disorder.

6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.

7. Personnel Requirements.

7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:

7.1.1. Job title;

7.1.2. Physical requirements of the position;

7.1.3. Education and experience requirements of the position;

7.1.4. Duties of the position;

7.1.5. Positions supervised; and

7.1.6. Title of immediate supervisor.

7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:

7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;

7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;

7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:

7.2.3.1. Felony convictions in this or any other state;

7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and

7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and

7.2.4. Waiver of 7.2.3 above for good cause shown.

7.3. All staff, including contracted staff, shall:

7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;

7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;

7.3.3. Be licensed, registered or certified as required by state statute and as applicable;

7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:

7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;

7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;

7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;

7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



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7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

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9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
  9.2.1. Focus on the client's strengths;
  9.2.2. Be sensitive and relevant to the diversity of the clients being served;
  9.2.3. Be client and family centered;
  9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
  9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
  9.3.2. Requirements for successfully completing the program;
  9.3.3. The administrative discharge policy and the grounds for administrative discharge;
  9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
  9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
  9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
  9.3.7. The provision of information;
  9.3.8. Risk assessment;
  9.3.9. Intervention and risk reduction education, and
  9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
  10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
  10.2. Treatment plans shall be developed as follows:
    10.2.1. Within 7 days following admission to any residential program; and
    10.2.2. No later than the third session of an ambulatory treatment program.
  10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    10.3.6. Provides the criteria for terminating specific interventions; and
    10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.
  11.1. A client shall be discharged from a program for the following reasons:
    11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
    11.1.2. Program termination, including:
      11.1.2.1. Administrative discharge;
      11.1.2.2. Non-compliance with the program;
      11.1.2.3. The client left the program before completion against advice of treatment staff; and
    11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
  11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
    11.2.1. The dates of admission and discharge or transfer;
    11.2.2. The client's psychosocial substance abuse history and legal history;
    11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
    11.2.4. The reason for discharge or transfer;
    11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
    11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
    11.2.7. A continuing care plan, including all ASAM domains;
    11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
    11.2.9. The dated signature of the counselor completing the summary.
  11.3. The discharge summary shall be completed:
    11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
    11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
  11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
    11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
    11.4.2. Update the client assessment and treatment plan.
  11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
    11.5.1. The discharge summary;
    11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
    11.5.3. A diagnostic assessment statement and other assessment information, including:
      11.5.3.1. TB test results;
      11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.8. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
- 20.2.2. List the clinical or management reasons for termination; and
- 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.

20.3. A Contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
- 20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.

21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
- 21.1.2. The right to privately communicate with others, including:
  - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
  - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
  - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
- 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
- 21.1.4. The right to privacy, including the following:
  - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
  - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
  - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
- 21.1.5. The right to individual choice, including the following:
  - 21.1.5.1. The right to keep and wear their own clothes;
  - 21.1.5.2. The right to space for personal possessions;
  - 21.1.5.3. The right to keep and to read materials of their own choosing;
  - 21.1.5.4. The right to keep and spend their own money; and
  - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur.

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients or clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 7, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 7 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

5.8. In the event of an overpayment wherein, the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing Information: Intensive Case Management Services:

6.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

6.2. The Department will not pay for intensive case management provided to a client prior to admission.

6.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

7. Sliding Fee Scale

7.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

7.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	6%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

7.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

8. Submitting Charges for Payment

8.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

8.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

8.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

8.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

8.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

8.1.5. Submit separate batches for each billing month.

8.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

8.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

9. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

10. Funds in this contract may not be used to replace funding for a program already funded from another source.

11. The Contractor will keep detailed records of their activities related to Department funded programs and services.

12. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

13. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

14. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

14.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

14.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

14.2.1. Make cash payments to intended recipients of substance abuse services.

14.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

14.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

14.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

14.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$215.00	Per day
Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
Recovery Support Services: Group Intensive Case Management	$5.50	15 min

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 $600,000 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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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: Manchester Alcoholism Rehabilitation Center

5/31/18
Date

Name: Elin Treanor
Title: CFO

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: Manchester Alcoholism Rehabilitation Center

5/31/18
Date

Name: Erin Treanor
Title: CFO

Contractor Initials
Date 5/31/18

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: Manchester Alcoholism Rehabilitation Center

6/31/18
Date

Name: Elin Treanor
Title: CFO

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: Manchester Alcoholism Rehabilitation Center

5/31/18
Date

Name: Elin Treanor
Title: CFO

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: Manchester Alcoholism Rehabilitation Center

5/31/18
Date

Name: Ellin Treanor
Title: CFO

HEALTH INSURANCE PORTABILITY 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	Manchester Alcoholism Rehabilitation Center
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Elin Treanor
Name of Authorized Representative	Name of Authorized Representative
Director	CFO
Title of Authorized Representative	Title of Authorized Representative
6/7/18	5/31/18
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: Manchester Alcoholism Rehabilitation Center

5/31/18
Date

Name: Elin Treanor
Title: CFO

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: 948500285

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 326 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) and amended on December 5, 2018 (#23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $725,000.

3. Delete Exhibit A, Amendment #1, Scope of Service in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.

4. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2 Methods and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Katja S. Fox
Director

Hope on Haven Hill Inc.

6/5/2019
Date

Name: Kerylee Doeton
Title: Interim Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Strafford on 6-5-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

CAREY A JOHNSON NOTARY PUBLIC COMMISSION EXPIRES MAY 04/17/2024 NEW HAMPSHIRE

Carey Johnson, Finance Org. Director
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4-17-2024

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/19
Date

Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum

length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Specialty Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.1 and above. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. **The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client, as follows:**

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as

but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission **or** Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the

Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate

referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at

the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed

a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program

(TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.
      3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Transitional Living, See Section 7 below and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of ***$503,000.***

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living and Low Intensity Residential Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A

If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Additional Billing Information: Child Care

11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

11.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

11.1.2. At the actual cost to purchase childcare from a licensed child care provider.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for residential services.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.

15. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

17. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

18. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

19. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

19.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

19.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

19.2.1. Make cash payments to intended recipients of substance abuse services.

19.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

19.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

19.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

19.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65

and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

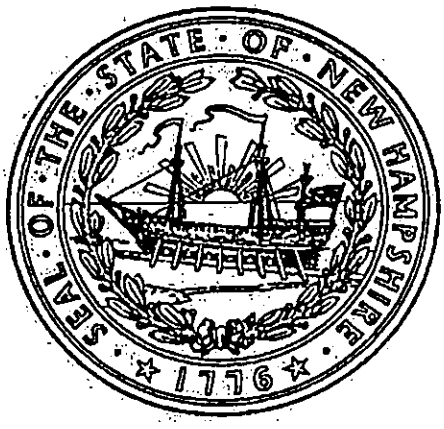
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOPE ON HAVEN HILL INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 25, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **735370**

Certificate Number: **0004523513**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of June A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Kathleen A Routhier, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Hope on Haven Hill.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 06-05-2019.
(Date)

RESOLVED: That the Interim Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 05 day of June, 2019.
(Date Contract Signed)

4. Kerry Norton is the duly elected Interim Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Kathleen A Routhier Secretary
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 05 day of June, 2019.

By Kathleen A Routhier.
(Name of Elected Officer of the Agency)

CAREY ANN JOHNSON NOTARY PUBLIC NOTARY SEAL MY COMMISSION EXPIRES: 04/17/2024 NEW HAMPSHIRE

Commission Expires: 4-17-2024

(Notary Public/Justice of the Peace)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Fairley Kenneally	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: fairley@esinsurance.net	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hope on Haven Hill, Inc. P O Box 1272 Rochester NH 03867	INSURER A: Markel	
	INSURER B: Wesco Insurance Co	25011
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL189513455 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HUP2419-02	08/01/2018	08/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			HUA2420-02	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			HUU2421-02	08/01/2018	08/01/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3371059	08/02/2018	08/02/2019	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liability			HUP2419-02	08/01/2018	08/01/2019	Each Wrongful Act Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DHHS
129 Pleasant Street
Concord NH 03301

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

Fairley Kenneally

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The ACORD name and logo are registered marks of ACORD



Mission Statement

To provide treatment and recovery support for pregnant and postpartum women with substance use disorder so that they can become healthy, nurturing and confident mothers and members of their community.

P.O. Box 1272, Rochester, NH 03866 (603) 841-5353 · Fax: (603) 841-5585 www.hopeonhavenhill.org



HOPE ON HAVEN HILL

AUDIT OF FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2018

HOPE ON HAVEN HILL, INC.

AUDIT OF FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2018

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CUMMINGS
LAMONT
& McNAMEE, PLLC

INDEPENDENT AUDITORS' REPORT

"Trusted Advisors for over 50 years!"

March 29, 2019

To the Board of Directors
Hope on Haven Hill, Inc.
Rochester, New Hampshire

We have audited the accompanying financial statements of Hope on Haven Hill, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hope on Haven Hill, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Cummings, Lamont & McNamee, PLLC

Certified Public Accountants
Portsmouth, New Hampshire

CERTIFIED PUBLIC ACCOUNTANTS

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American Institute of CPAs

Licensed in Maine, New Hampshire and Massachusetts

HOPE ON HAVEN HILL, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2018

ASSETS

CURRENT ASSETS		
Cash	$	740,294
Medical billing receivable		55,613
Prepaid expenses		642
Total Current Assets		796,549
PROPERTY AND EQUIPMENT		
Building		221,727
Land		39,128
Equipment		3,000
Furniture and fixtures		10,284
Vehicles		29,683
Leasehold improvements		200,935
		504,757
Less Accumulated depreciation		15,660
Total Property and Equipment, Net		489,097
OTHER ASSETS		
Deposits		6,600
Total Other Assets		6,600
Total Assets	$	1,292,246

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2018

LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	$	10,631
Line of credit		28,999
Accrued expenses		62,954
Current portion of long-term debt		30,951
Total Current Liabilities		133,535
LONG-TERM LIABILITIES		
Note payable, net of current portion		118,860
Total Long-Term Liabilities		118,860
Total Liabilities		252,395
NET ASSETS		
Unrestricted net assets		834,351
Temporarily restricted net assets		205,500
Total Net Assets		1,039,851
Total Liabilities and Net Assets	$	1,292,246

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2018

	Unrestricted	Temporarily Restricted	Total
SUPPORT AND REVENUE			
Donations	$ 503,919	$ 185,500	$ 689,419
Grants	563,873	25,000	588,873
Insurance reimbursement revenue	497,220	-	497,220
Fundraising	56,972	-	56,972
Food stamp reimbursement	5,249	-	5,249
Other income	2,919	-	2,919
Interest income	241	-	241
Net assets released from restrictions	5,000	(5,000)	-
Total Revenue and Other Support	1,635,393	205,500	1,840,893
EXPENSES			
Program Services	870,066	-	870,066
Supporting Services:			
Management and general	175,930	-	175,930
Fundraising	139,106	-	139,106
Total Supporting Services	315,036	-	315,036
Total Expenses	1,185,102	-	1,185,102
Changes in Net Assets	450,291	205,500	655,791
NET ASSETS, Beginning of Year, as restated	384,060	-	384,060
NET ASSETS, End of Year	$ 834,351	$ 205,500	$ 1,039,851

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2018

	Program Services	Management and General	Fundraising	Total
Salaries and wages	$ 569,834	$ 76,701	$ 55,183	$ 701,718
Professional fees	27,456	50,761	38,901	117,118
Payroll taxes	50,214	6,206	-	56,420
Employee benefits	42,459	5,248	-	47,707
Direct services	47,013	-	-	47,013
Fundraising	-	-	41,529	41,529
Rent	26,987	10,560	-	37,547
Repair and maintenance	20,744	1,638	-	22,382
Utilities	14,338	1,033	-	15,371
Advertising	12,583	-	2,221	14,804
Insurance	8,187	4,217	-	12,404
Travel	10,837	1,339	-	12,176
Office expense	7,469	3,847	-	11,316
Depreciation	10,934	-	-	10,934
Telephone and internet	7,016	448	-	7,464
Dues and subscriptions	3,839	1,978	-	5,817
Payroll service charges	-	5,409	-	5,409
Equipment rental	2,993	1,542	-	4,535
Taxes	3,617	447	-	4,064
Meals and entertainment	1,935	894	-	2,829
Bank service charges	1,056	909	-	1,965
Interest expense	387	1,460	-	1,847
Memberships and affiliations	-	1,293	-	1,293
Licenses and permits	-	-	1,272	1,272
Registrations	121	-	-	121
Outpatient	47	-	-	47
	$ 870,066	$ 175,930	$ 139,106	$ 1,185,102

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED JUNE 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$	655,791
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation		10,934
Changes in assets and liabilities that used (provided) cash:		
Medical billing receivable		39,120
Grant receivable		48,568
Prepaid expenses		817
Deposits		(2,800)
Accounts payable		4,764
Accrued expenses		31,794
Net cash provided by (used in) operating activities		788,988
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of property and equipment		(121,685)
Net cash provided by (used in) investing activities		(121,685)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds (repayments) on line of credit		4,000
Payments on long-term debt		(7,689)
Net cash provided by (used in) financing activities		(3,689)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		663,614
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR		76,680
CASH AND CASH EQUIVALENTS AT END OF YEAR	$	740,294
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Interest expense	$	1,847

There was no cash paid during 2018 for taxes on income.

SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:		
Purchase of property and equipment financed with long-term debt	$	157,500

See Notes to Financial Statements

HOPE ON HAVEN HILL, INC.

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2018

Note 1 - Summary of Significant Accounting Policies

Nature of Activities - Hope on Haven Hill, Inc. (The Organization) was organized November 25, 2015. The Organization is a level 3.5 substance abuse treatment facility serving homeless, pregnant and newly parenting mothers. The Organization was established to provide a nurturing therapeutic home environment for women with substance abuse disorder who are seeking recovery by providing a safe home with comprehensive addiction treatment services, family therapy, parenting classes, advance in education and life coaching to support families in their recovery from addiction.

Basis of Accounting - The financial statements of the Organization have been prepared on the accrual basis of accounting, and accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation - Financial statement presentation follows the recommendation of the Financial Accounting Standards Board in its Statement of Financial Accounting Standards, *Financial Statements of Not-for-Profit Organizations*. Under this standard, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

The Organization's net assets and its revenues and expenses are classified as temporarily restricted and unrestricted based on the existence or absence of donor-imposed restrictions. These classifications are defined as follows:

- Unrestricted net assets are not restricted by donors, or the donor-imposed restrictions have expired.
- Temporarily restricted net assets contain donor-imposed restrictions that permit the Organization to use or expend the donated assets as specified and are satisfied either by the passage of time or by actions of the Organization.
- Permanently restricted net assets include accumulated donations which require, by donor restriction, that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with those restrictions imposed by the donor. There are no permanently restricted net assets as of June 30, 2018.

Cash and Cash Equivalents - For purposes of the Statement of Cash Flows, the Organization considers all unrestricted highly liquid investments which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Organization maintains cash balances at several banks. From time to time during the year ended June 30, 2018, the Organization's bank account balances may have exceeded federally insured limits. Management has evaluated this risk and considers it to be a normal business risk.

Donated Assets - Donated marketable securities and other noncash donations are recorded as contributions at their estimated fair values at the date of donation. Donations of inventory items held for resale are recognized when sold because the Organization does not have an objective measurement for determining fair value.

Donated Services - Donated services are reflected in the financial statements at the fair value of the services received only if the services (a) create or enhance nonfinancial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Income Tax Status - The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, donations to the Organization qualify for the charitable contribution deduction under Section 170(b)(1)(A), and the Organization has been classified as an organization that is not a private foundation under Section 509(a)(2).

The federal informational tax return of the Organization is subject to examination, generally for three years after the returns are filed.

Note 1 - Summary of Significant Accounting Policies (continued)

Grants and Medical Billing Receivable - Grants and medical billing receivable are stated at the amount management expects to collect from outstanding balances. Management considers accounts receivable to be delinquent based on the date of unpaid invoices. Management provides for probable uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a reduction to accounts receivable. There was no allowance for doubtful accounts as of June 30, 2018. The Organization does not require collateral when extending credit.

Property and Equipment - Property and equipment is stated at cost, less accumulated depreciation. Depreciation is provided for using the straight line method over the estimated useful lives of the related assets, which is 5 to 30 years. Normal repairs and maintenance are expensed as incurred. Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donors. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Contributions - Unconditional promises to give are recognized as revenue when the underlying promises are received by the Organization. Gifts of cash and other assets are reported as temporarily restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities and Changes in Net Assets as net assets released from restrictions. Temporarily restricted contributions which are both received and released within the same year are recorded as an increase in temporarily restricted net assets and net assets released from restrictions. A portion of the contributions received by the Organization are temporarily restricted for a specified geographic area. It is the Organization's policy to use such funds for the specified purpose as soon as practical and prudent.

Functional Allocation of Expenses - The expenses of providing various program and supporting services have been summarized on a functional basis in the statement of activities. Accordingly, certain expenses have been allocated among the programs and supporting services benefited. Allocations may be direct or indirect according to the type of expense incurred.

Advertising Costs - The Organization's policy is to expense advertising costs as they are incurred. Advertising expense totaled $14,804 in 2018

Note 2 – Line of Credit

In January 2017 the Organization obtained a line of credit from a financial institution in the amount of $24,999. In July 2017 the amount was increased to $50,000. The line bears interest at the Wall Street Journal Prime Rate plus 1.50% with a floor of 5.25%. The interest rate was 6.50% at June 30, 2018. The line is secured by all personal property of the Organization. Interest expense paid on the line was $1,460 for the year ended June 30, 2018.

Note 3 - Note Payable

The following summarizes the Organization's long-term debt obligations as of June 30, 2018:

Terms	Security		
Term loan with the New Hampshire Health and Education Facilities Authority. Monthly payments of principal and interest of $2,692. The loan has a fixed interest rate of 1.00% and matures in March 2023.	Building	$	149,811
Total Debt			149,811
Less: current portion			30,951
		$	118,860

Interest expense under this debt agreement amounted to $387 for the years ended June 30, 2018.

Future minimum principal payments under the agreement are as follows at June 30,:

2019	$	30,951
2020		31,262
2021		31,576
2022		31,893
2023		24,129
	$	149,811

Note 4 - Temporarily Restricted Net Assets

Temporarily restricted net assets consist of the following at June 30, 2018:

Purchase of rehab location	$ 205,500

Net assets were released from donor restrictions by incurring expenses satisfying the purpose or time restrictions specified by donors as follows during the year ending June 30, 2018:

Purchase of rehab location	$ 5,000

Note 5 - Related Party

During the year ended June 30, 2018 the Organization leased a residential home from a former executive director. The term of the lease was for twenty years with a base rent of $2,200 per month increasing 2.5% every five years. The lease included an option to purchase the property which the Organization exercised in April 2018. Total rent paid under this lease prior to exercising the purchase option was $19,800.

Note 6 - Leases

In March 2017 the Organization entered into a two year lease for office space under the terms of an operating lease. The lease ends in February 2019. The lease calls for monthly payments of $1,600. Total rent paid under this lease was $17,600 for the year ended June 30, 2018. Lease payments due through June 30, 2019 are $12,800. The lease was not renewed and the Organization became a tenant-at-will in March 2019.

Note 7 - Retirement Plan

The Organization adopted a voluntary 401(k) plan for employees. All full-time employees are eligible to participate in the plan. The Organization did not make any matching contributions for the year ended June 30, 2018.

Note 8 - Concentration of Credit Risk

The Organization derived approximately 26% of its operating revenue and support from a government agency.

Note 9 - Commitment

In August 2018 the Organization purchased a rehab location for $280,000. The rehab location was purchased with temporarily restricted funds and unrestricted funds. There is no debt on the property.

Note 10 - Prior Period Adjustment

As a result of internal review the Organization determined that medical billing receivable had not been entered for the year ended June 30, 2017. The effect of the restatement on the change in unrestricted net assets and financial position as of and for the year ended June 30, 2017 are as follows:

	As previously Reported	Restated
Medical billing receivables	$ -	$ 94,733
Insurance reimbursement revenue	$ -	$ 94,733
Unrestricted net assets	$ 289,327	$ 384,060

Note 11 - Subsequent Events

Subsequent events have been evaluated by management through March 29, 2019 which is the date the financial statements were available to be issued. There were no subsequent events, other than those disclosed in note 6, that were material to the financial statements at March 29, 2019.

Board of Directors

As of May 17, 2019

Sarah Landres, Esq. – Chair Public Defender Program 603-275-0265 Sarah.landres@gmail.com Term ending: 12/2020	Michael Murphy, -Treasurer Murphy, Powers & Wilson, P.C. 603-926-8063 michael@mpandwcpa.com Term ending: 12/2020
Joseph Hannon, MD 603-292-5852 Joehannon4nh@gmail.com Term ending: 12/2020	Kathleen Routhier, RN – Secretary Wentworth Douglas Hospital 603-767-4855 rdrouthier@gmail.com Term ending: 12/2020
Jillian Mulrooney 508-269-5706 Jillmulrooney33@hotmail.com Term ending: 10/2021	Colin Walker Ameriprise Financial Services 603-767-2992 Colin.walker@ampf.com Term ending: 02/2021
Nicolas Couturier Red Post Realty 603-817-3876 nick@rprnh.com Term ending: 02/2022	Patte-Anne Ardizzoni Southern NH Services 781-983-0259 patteardizzoni@aol.com Term ending: 02/2022
Christine List Orr & Reno, PA 857-753-8827 Clist127@gmail.com Term ending: 02/2022	

Kerrylee Norton, RN
[redacted]
Knorton@hopeonhavenhill.org

Work Experience

Dates Employed

7/1/15-Present **Operations Director/Founder**

Hope on Haven Hill, Rochester NH

Co-Founder of emerging Non-Profit Residential treatment facility for Pregnant Women with Substance Use Disorder. Responsibilities include but not limited to, Filing for 501 c(3), Grant writing, preparing and testifying for Variance and Planning Board, Submitting application for Level 3.5 Inpatient treatment facility licensure, Prepare policies and procedures and admission criteria, prepare facility policies, Coordinate fundraising and volunteers, Give presentations to local schools, civic agencies, businesses and NH allies, Advocate for Prevention, Treatment and Recovery services for NH and care for Men and Women who reach out to us while unable to access care in NH and assist them with getting support and treatment. After opening supervise and train Recovery support staff. Maintain schedule for recovery support for programming schedule of residential program. Implement, monitor and supervise medication management of residential programming. Implement, monitor and supervise urine drug screenings for residential program. Responsible for day to day operations of residential program.

11/2008-11/13/2015 **RN**

Garrison Women's Health Center, Dover NH

Triage and Infertility Nurse in Busy OB-GYN office. Responsibilities include but not limited to triaging all patient calls, New Prenatal OB intakes, Essure Procedures, Infertility coverage including call weekends, Employee Health, OSHA training and compliance for all employees, new hire training and policy and protocol implementation.

1/2006-4/2010 **RN, CPSN**

Atlantic Plastic Surgical Center, Portsmouth NH

All facets of care for patients undergoing Ambulatory Surgery. Admit patients, Circulate and Scrub during surgical cases and Recover patients in PACU. Certified as a Certified Plastic Surgical Nurse with National Certification in Skin Wellness. Certified to perform Microdermabrasion, Chemical Peels and Laser Therapy.

5/1994-10/2008 Maternal Child Health RN/Resource Nurse

Portsmouth Regional Hospital, Portsmouth NH

All facets of Maternal Health, including Labor and Delivery, Postpartum Well Baby Nursery, Level 2 Nursery, Pediatrics, Scrub and PACU for Cesarean Sections, Breast Feeding support, Sibling Class facilitator, NRP instructor, PALS instructor, Resource/Charge Nurse and Staff orientation.

1/2002-1/2005 Pediatric Nurse

Portsmouth Pediatric Associates, Portsmouth NH

Weekend coverage for Triage care for sick visits of all Pediatric patients in a very busy pediatric practice. As the only nurse covering on weekends I became very competent in all facets of pediatric care and emergencies.

1/2002-1/2005 Triage Nurse and Childbirth Educator

Harbour Women's Health, Portsmouth NH

Triaged all patient medical concerns. Reviewed all Laboratory reports and followed up with patient results and treatment protocols. Assisted Dr. Lantinen with infertility patients. Taught and coordinated all Childbirth Education programs.

5/19993-5/1995 Triage Nurse

York OB-GYN Associates, York Me

Triage all patient concerns and assist physicians with patient care.

9/1993-5/1994 Substitute School Nurse

SAD 60, Berwick ME

Substitute School Nurse in SAD 60. Worked in all School. Elementary, Middle School and High School.

Past and Present Certifications:

NRP, BCLS, ACLS, CPSN And STABLE. Maine State Registered Nurse, License compact state.

References upon request

Beth O'Dell, MS, LCMHC, NCC, 200-RYT
[redacted]

Education

M.S. Walden University, 2016
Human Services (Public Policy, Analysis and Planning)
M.S. Wilmington University, 2013
Community Counseling
Advisor: Doris Lauckner, PsyD.
B.S. Wilmington University, 2005
Psychology

Experience

Adult ACT Clinician October 2016-Present
Center for Life Management, Derry, NH
Clinical Supervisor: Heather Crowell, LCMHC, MLADC, LCS
Work in coordination with the Assertive Community Treatment (ACT) Team to provide integrated services to individuals with severe, persistent mental illness. Provide leadership, support and mentoring to bachelor-level staff on the ACT Team. Provide clinical services within the community and office setting to individuals receiving treatment on the ACT Team, as well as functional support services and case management as needed. Provide mental health and substance abuse treatment (individual and group), utilizing Cognitive Behavior Therapy, Dialectical Behavior Therapy, Motivational Interviewing techniques within the therapeutic setting, and with respect to client stage of change. Provide consultation to the Substance Use Disorder (SUD) pilot team as the SUD group leader for clients during weekly SUD Team meeting. Develop and implement a Yoga for Mental Health group program within the adult department. Assess for crisis, provide stabilization care as needed, and provide on-call services. Work closely with Emergency Services to coordinate voluntary and/or involuntary emergency admission to hospital for inpatient psychiatric care. Attended all ACT Team meetings, as well as clinical staff meetings and trainings as required.

SAPR Support Specialist August 2013-September 2016
Sexual Assault Prevention and Response (SAPR)
Portsmouth Naval Shipyard, Kittery, ME
Facilitate proper implementation of SAPR Program requirements per Navy and Department of Defense instruction, policy, and guidance in collaboration with the Sexual Assault Response Coordinator (SARC). Assist in screening sailors for volunteer service as Victim Advocates. Develop, provide, and manage sexual assault training and prevention tools to military and civilian personnel on base and throughout the area of responsibility (Maine, New Hampshire, Vermont, and northern Massachusetts). Coordinate monthly case management group meetings on behalf of SARC and installation leadership. Coordinate the SAPR Watch Bill (on-call schedule) for Unit Victim Advocates (UVA), and provide mentorship, continuing education, and assistance with certification/D-SAACP renewal packages. Additional responsibilities include ensuring sailors and civilians are referred to appropriate offices and resources, to include referrals to treatment programs for individuals, families, and groups needing assistance with family problems and issues, and sexual assault support; working in collaboration with the partner programs in the development and implementation of outreach/prevention.

Beth O'Dell, MS, LCMHC, NCC, 200-RYT
[redacted]
TEL: 302-969-2589 EMAIL: [redacted]

Domestic Violence Advocate/DV Liaison August 2011-July 2013
SAFE Program of People's Place, Milford, DE
Supervisor: Marcey Rezac, LCSW, DVS
Worked independently to provide domestic violence services and support as the Liaison for the State of Delaware Division of Family Services (Kent County). During this time, earned qualification as a Domestic Violence Specialist through the Delaware Coalition Against Domestic Violence through work and education experience. Provided trauma-informed advocacy to domestic violence victims/survivors in the community, assisting victims in accessing support services and resources through other community agencies available to them, and navigated victims through the legal process so they may better understand court proceedings, secure a Protection From Abuse (PFA) Orders, and access legal services available to them. Referrals included: Victim Compensation Assistance Program, Legal Aid, Family Court, (PFA) Orders, Public Housing, Temporary Assistance for Needy Families and Food Stamps through the Department of Health and Social Services, and more. Additional responsibilities included: screening applicants for job hiring, as directed by Program Manager, to fill vacancies, and assist in the interview process, as needed.

Counseling Intern May 2012-April 2013
Aquila of DE, Inc., Georgetown, DE
Site Supervisor: April Lathbury, LCSW, CCDP-D
Faculty Supervisor: Mary Vaughn, Psy.D.
Group Supervisor: Doris Lauckner, Psy.D.
Explained and conducted assessments and mental health evaluations to determine client diagnoses based on DSM criteria and appropriate level of treatment. Created narrative reports and treatment plans based on assessments of clients and one-on-one interviews. Provided one-on-one counseling and family therapy to adolescents in Outpatient and Day Treatment settings, and conducted group therapy in Day Treatment setting. Completed 100-hour Practicum, 600-hour Internship.

Case Manager August 2010-August 2011
SAFE Program of People's Place, Milford, DE
Supervisor: Marcey Rezac, LCSW, DVS
Provided trauma-informed case management to women in domestic violence shelters and the community to assist with budgeting, employment, seeking permanent residency, obtaining identification, and other services as needed. Assisted as a team member in maintaining a federally-funded grant and its monetary disbursement among domestic violence survivors in emergency shelters and in the community. Developed and implemented workshops for women in shelter to promote independence and empowerment.

DUI Evaluator October 2009-August 2010
Sodat DE, Inc., Wilmington, DE
Conducted evaluations of DUI offenders' substance abuse and dependence in Kent and Sussex County, Delaware. This evaluation determined the appropriate level of treatment for offenders, as

Beth O'Dell, MS, LCMHC, NCC, 200-RYT
22 Farmgate Rd, South Berwick, ME 03908
TEL: 603-969-2589 EMAIL: betty810@gmail.com

required by the State of Delaware. Created narrative reports based on assessment and one-on-one interviews. Independently managed the daily activities of the Kent and Sussex County offices, and reconciled and deposited money daily.

Training

200-hour Yoga Teacher Training — February 2018
Yoga Life Institute NH, Exeter NH

DBT Skills Training for Borderline Personality Disorder — April 2017
Mental Health Center of Greater Manchester

National Certified Counselor — August 2013-August 2023
National Board for Certified Counselors

Danger Assessment Certification — September 2011
Danger Assessment Training Program; John Hopkins School of Nursing

Carey Johnson

[redacted]

Objective

My goal is to obtain a position where I can use my strong interpersonal skills, ability to multitask, my attention to detail, a positive attitude, and the opportunity to contribute.

Experience

11/06/2017 - Present | Hope on Haven Hill | Somersworth, NH

Finance & Organizational Director

- Ensuring time sheets are recorded properly and appropriate payroll processes followed.
- Oversee, review, and adhere to the budgets
- Monitor cash flow, accounts, and other financial transactions
- Create and maintain relationships with service providers and contractors, including banking institutions and accountants
- Update and implement financial policies and procedures
- Developing and administering human resources plans and procedures that relate to company personnel.
- Maintains employee benefits programs and informs employees of benefits by studying and assessing benefit needs and trends; recommending benefit programs to management; directing the processing of benefit claims; obtaining and evaluating benefit contract bids; awarding benefit contracts; designing and conducting educational programs on benefit programs.
- Ensures legal compliance by monitoring and implementing applicable human resource federal and state requirements; conducting investigations; maintaining records; representing the organization .
- Maintains historical human resource records by designing a filing and retrieval system; keeping past and current records.

10/06/2015 – 10/31/2017 | NH Providers Association | Concord, NH

Billing & Credentialing Specialist

- Completes provider credentialing and re-credentialing applications; monitors applications and follows-up as needed.
- Enters information necessary for insurance claims such as patient, insurance ID, diagnosis and treatment codes and modifiers, and provider information. Insures claim information is complete and accurate.
- Submits insurance claims to clearinghouse or individual insurance companies electronically or via paper CMS-1500 form.
- Follows up with insurance company on unpaid or rejected claims. Resolves issue and re-submits claims.
- Follows HIPAA guidelines in handling patient information.
- Understands managed care authorizations and limits to coverage such as the number of visits.
- May have to verify patient benefits eligibility and coverage.
- Ability to look up ICD diagnosis and CPT treatment codes from online service or using traditional coding references.
- Prepare, process and track all billable invoices to clients monthly.

05/20/2015 – 10/01/2015 | Pinewood Healthcare/Pain Care | Somersworth, NH

Medical Billing Specialist

- Post transactions to journals, ledgers and other records.
- Communication with vendors regarding payments verbally, electronic, and written.
- Receives cash payments and applies credit to customer accounts.
- Communicating with customers by making collection calls and following up on payments.
- Follows established procedures for processing receipts and cash, sorts and files documents after posting.
- Prepare bank deposits, oversee accounts receivable recordkeeping, ensure cash receipts, claims, or unpaid invoices are accounted for properly.

01/22/07 - 06/30/13 Garrison City Early Childhood Center Dover, NH

Lead Level Kindergarten/Pre-K Teacher

- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology.
- Excellent knowledge of group behavior and dynamics, societal trends and influences, human migrations, ethnicity, cultures and their history and origins.
- Proficiency at talking to others to convey information effectively.
- Expertise at selecting and using training/instructional methods and procedures appropriate for the situation when learning or teaching new things in accordance with the State of NH Curriculum Frameworks.
- In-depth ability to monitor/assess performance of self and other individuals to make improvements or take corrective action.
- Great ability to use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Creating materials to communicate with parents and children on a weekly, monthly and quarterly basis.

Knowledge and Skills

- Proficiency in numeric keypad and alpha keypad with excellent data entry skills.
- Proficiency in operating office equipment of all kinds.
- Fast learner with the ability to learn and use new applications and programs
- Proficiency in Centricity and other clearinghouse programs.
- Proficiency in Microsoft applications, including Word, Excel, PowerPoint and Outlook
- Strong multitasking, accessing multiple data bases and sites at the same time.
- Good communication and customer service skills and able to communicate with all levels of the organization, and external customers.
- Ability to work under deadlines and time restraints.
- Ability to read, to interpret, and to carry out oral and written instructions, and to write legibly in English.
- Ability to plan, to organize, and to prioritize work independently, with team or with supervisory feedback.
- An understanding of compliance with HIPAA privacy requirements and confidentiality of information.

mjchute27@yahoo.cc

MICHELLE CHUTE [redacted]

OCCUPATIONAL EXPERIENCE

Counselor, LADC Nov 2018-Present

Groups Recover Together

Conduct intake assessments to evaluate the individual's appropriateness for the program and collaboratively develop the member's treatment plan. Lead group therapy on a daily basis; make discharge decisions in coordination with the team, conduct regular pill counts and other anti-diversion measures. Keep individualized documentation on Groups custom EMR, currently eCW to record the member's progress. Assist member with individual support as needed, such as referrals to other resources, crisis intervention and collaborating with outside parties involved in the member's treatment. Collaborate within a team of administrators, physicians, office coordinators and other counselors to ensure that members have the support and accountability they need to succeed in an evidence-based treatment program.

Clinician, LADC May 2017-Nov 2018

Rockingham County Drug Court

Complete initial screen and assessments to determine if participant meets criteria for Drug Court. Obtain prior and clinical stay reviews with insurances for level of care. Assess participants for appropriate level of care and work collaboratively with them to develop their treatment plan. Develop classroom curriculum, along with following the Matrix Model and teach psychoeducation in IOP as well as OP classes. Collaborate with outside facilities to make sure participants are following through with obligations and obtaining the medications they need to maintain sobriety and mental health wellness. Meet individually with participants to engage in therapeutic conversation in regards to skills/tools/knowledge they learned in groups, any outside barriers and drug screens that may come back with a positive outcome. Work closely with probation and the court to discuss participants' progress or lack of during the previous week and advocate for their current needs.

Social Worker/Care Coordinator December 2015-May 2017

Families First Seacoast

Assist patients with coordination of referrals, obtaining resources such as; insurance, Medicaid, connect with financial assistance through, hospitals, and outside community resources, assist with organization of transportation to and from medical appointments, with completion of paperwork for housing, Social Security, and obtaining vouchers for prescriptions. Work with the MAT Program (Medicated Assistant Treatment Program) for patients struggling with substance use. Initiate collateral contacts to obtain information and verification required to complete determinations of initial and ongoing program eligibility. Help patients learn to advocate in a positive way for themselves, connect with groups, out-patient programs, obtain transportation, research childcare options and assist in keeping to their treatment plans to reach their goals.

Employment Specialist III July 2015-November 2015

Maine Medical Centers Vocational Services

Advocate for competitive employment opportunities; for 18-30 yr. olds diagnosed with mental illness as well as co-existing diagnoses. Collaborate with Psychiatrist, Therapist, Case Managers and Employers

MICHELLE CHUTE [redacted]

to provide the best fit for the client to maintain meaningful employment. Assist with cover letter/resume writing, mock interviews, and skill development. Coordinate benefits counseling and vocational/training needs. Collect and enter data into ETO.

Clinical Case Worker June 2012 – July 2015

Maine Behavioral Healthcare, (Counseling Services Inc.)

Coordinated a comprehensive intake assessment to determine eligibility for case management. Provided professional supportive counseling and case management services to clients who are affected by severe and prolonged mental illness and/or substance abuse addiction. Implemented consistent care with individual service plan (ISP)/Treatment Plan, which was created with client. Completed all required paperwork, record keeping requirements of third party payers, and clinical chart reviews. Provided home based services, client advocacy, maintenance of basic living needs, assessment of benefits and linkage of services. Assisted with resume building, complete job applications, develop and practice job skills, practice mock interviews and help them obtain necessary vocational/training skills.

Instructional Aide/Para Professional July 2007 – June 2012

Exeter High School

Maintained control of a classroom and followed the teachers' sub plans. Supported students in the classroom in one-on-one situations. Modified students' tests, scribed, took notes, helped with organizational skills, implement behavior strategies, guided social building skills, recorded grades and assisted with administering reading/language test. Supported students with obtaining job skills in the community and job developed to help student find gainful employment. Acted as a liaison to maintained clear, concise feedback to the team and employers.

Transition Counselor October 2005 – Sept 2006

Seacoast Learning Collaborative

Advocated and assisted young adults' with intellectual disabilities transition from High School to the occupational careers. Primary responsibility to help individuals work independently and productively in society; taught them activities of daily living (ADL) skills, sanitary issues when working with food, how to follow instructions from their employers, interact with co-workers, develop independence in order to take public transportation, and build social skills.

Case Manager March 1991 – July 1993

Strafford Guidance Center

Taught ADL to adults diagnosed with Schizophrenia. Responsible for recording clients' achievements/setbacks in monthly progress reports. Assisted with clients' integration into society to enhance their independence. Supervised and distributed prescribed medication.

EDUCATIONAL EXPERIENCE

Bachelor of Science: Rehabilitation Counseling, Alcohol and Drug; Minor: Psychology December 1987
University of Maine at Farmington

CERTIFICATES

LADC (Licensed Alcohol and Drug Counselor, NH), ORAS Certified (Ohio Risk Assessment System), EPICS (Effective Practices in Community Supervision, Substance Abuse Tx for Women, Understanding MAT for Recovery Support, Criminal Thinking and Anti-Social Logic, ACRE Certified (Supported Competitive Employment for Individuals with Mental Illness, Nationally Certified), CANS (Children & Adolescent Needs & Strengths Certified), MHRT-C (Mental Health Rehab Tech certified), Certified LOCUS Rater, CPI (Certified Crisis Prevention Intervention)

PROFESSIONAL AFFLIATIONS

MICHELLE CHUTE [redacted]

President of Brentwood Garden Club for five years, previously, Vice President-six months. Member of The Friends of the Mary Bartlett Library for eight years. Special Olympic Coach for four years.

FAITHANNE BLUE

HOUSE MANAGER

CRSW



CONTACT

FAITHPEDELOSE

@GMAIL.COM

603-422-3940

OBJECTIVE

Obtain a position at a substance use disorder treatment facility. I have working knowledge of the Twelve Steps of Alcoholics Anonymous and am looking forward to giving back to the community of woman and offer support as they did for me.

EMPLOYMENT

Hope on Haven Hill| 10/2016-Present | House Manager

Overseeing client and staff schedules. Ensuring programming and schedule is adhering to state and program guidelines. One on one direct support for staff. In charge of training new hires.

The Channel Company| 10/2014-12/2015 | Senior Business Development Representative

Lead generation and appointment setting. Training new hires and overseeing the floor.

Ecoast Sales Solutions| 10/2012-03/2013 | Business Development Representative

Lead Generation. Outbound calling. Following up with prospects on specialty campaigns.

KVP Cleaning| 01/2004-10/2014 | Manager

Cleaning commercial and residential properties. Forming schedules. Forming new business.

SKILLS

- Excellent verbal/nonverbal communication
- Strong leadership and training skills
- Knowledge of SUD and treatment practices
- Nurturing Parenting Facilitator
- Goal Oriented
- Strong work ethic
- Skilled in active listening
- Skilled in Motivational Interviewing
- Reliable and responsible

EDUCATION

Portsmouth High School

2004-2007

High School Diploma

Received highest honors 1-4

Granite State College

Bachelor's in psychology and Human Services

Class of 2021

Certified Recovery Support Worker

Certified from 6/14/18-6/30/2020

REFERENCES AVAILABLE AMONG REQUEST

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kerrylee Norton	Acting Executive Director	$70,850		
Beth O'Dell	Clinical Director	$65,000		
Carey Johnson	Finance & Organizational Director	$60,000		
Michelle Chute	LADC	$55,000		
Faith Blue	Program Manager	$42,000		

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hope on Haven Hill Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 326 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $497,041.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #1, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment.

6. Delete Exhibit B-1, Service Fee Table and replace with Exhibit B-1, Amendment #1, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/19/18
Date

Katja S. Fox
Director

Contractor Name Hope on Haven Hill

11/19/18
Date

Name: Sharon Drake
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 11/19/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Kelly Skubisz LNA/HUC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12-20-22

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/20/18
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential

substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.6. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting..

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and

Recovery Support Services. All attempts at contact must be documented in the client record or a call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.6 (except for Section 2.3.1.4 Transitional Living) within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hubin the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF).

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services

provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the

patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,

or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:

3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver

any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at

http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients covered by enhanced room and board payments for residential level of care 3.5 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential level of care 3.5 who will be covered by enhanced room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788) and;
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #1 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #1, Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #1. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #1, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Exhibit B-1, Amendment #1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #1, Section 11 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #1, except for:

5.7.1. Transitional Living (See Section 7 below) and

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #1, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #1 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Enhanced Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care level 3.5.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care 3.5.

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover;

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.2

6.2.5. Amount being billed to the Department for the service

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Charging the Client for Room and Board for Transitional Living Services

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1, Amendment #1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Charging for Child Care

11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

11.1.1. At the hourly rate in Exhibit B-1, Amendment #1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

11.1.2. At the actual cost to purchase childcare from a licensed child care provider.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #1, Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #1 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.

15. The Contractor will keep detailed records of their activities related to Department funded programs and services.

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

18.2.1. Make cash payments to intended recipients of substance abuse services.

18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human

Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	$275.00	Per evaluation
1.2.	Individual Outpatient	$22.00	15 min
1.3.	Group Outpatient	$6.60	15 min
1.4.	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	$75.00	Per day
1.6.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
1.7.	High-Intensity Residential Adult, on Medicaid with OUD: Enhanced Room and Board	$100.00	Per day
1.8.	High-Intensity Residential for all other Pregnant and Parenting Women: Room and Board	$75.00	Per day
1.9.	High-Intensity Residential for Pregnant and Parenting Women on Medicaid with OUD: Enhanced Room and Board	$100	Per day
1.10.	High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	$180.00	Per Day

Exhibit B-1, Amendment #1

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.11.	Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
1.12.	Recovery Support Services: Group Intensive Case Management	$5.50	15 min
1.13.	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to $20.00	Hour
1.14.	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.15.	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to $5.00	Per 15 minutes
1.16.	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.17.	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
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July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Abe Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Sr/ Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Olsmas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov./Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,018	$451,018
Sub-total			$0	$451,018	$451,018

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-06)

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 Hope on Haven Hill Inc.		1.4 Contractor Address 326 Rochester Hill Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-841-5353	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $278,641
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Mary Ellen Jackson		1.12 Name and Title of Contractor Signatory Mary Ellen Jackson Interim Executive Director	

1.13 Acknowledgement: State of NH, County of Strafford

On June 4, 2018, 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] Laraine Hults

Laraine M. Hults
Notary Public, State of New Hampshire
My Commission Expires Nov. 18, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Laraine Hults Notary

1.14 State Agency Signature ~~Jaye S Fox~~ 7/10/18 Jaye S Fox Date: 6/7/18	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)* 7/9/18

By: On: 6/8/18

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

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 MCJ
Date 6/4/18

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 MRJ
Date 1e/4/18

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 MBJ
Date 6/14/18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.6. High Intensity Residential Treatment for Pregnant and Parenting Women as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment to pregnant women and their children when appropriately designed to assist individuals who require a more intensive level of service in a structured setting.

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation

passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with

an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.6 (except for Section 2.3.1.4 Transitional Living) within two (2) days of the Initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3

above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the

Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM

(2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment

setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued



treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or

discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract In accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1, and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for

handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as In Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.

Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.

4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.

4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.

4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.

4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.

4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.

4.6. The Contractor shall:

4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;

4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and

4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.

4.7. The Contractor shall post the following documents in a public area:

4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and

4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.

4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.

4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.

4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.

4.11. The Contractor shall:

4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;

4.11.2. Submit additional information if required by the department; and

4.11.3. Report the event to other agencies as required by law.

4.12. The Contractor shall implement policies and procedures for reporting:

4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and

4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;

Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



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10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and

10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.

10.5. Treatment plan updates shall include:

10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:

10.6.1. Substance use disorders;

10.6.2. Relapse prevention;

10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;

10.6.4. Sexually transmitted diseases;

10.6.5. Emotional, physical, and sexual abuse;

10.6.6. Nicotine use disorder and cessation options;

10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy

10.7. Group education and counseling

10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.

10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.

10.8. Progress notes

10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.

10.8.2. Each progress note shall contain the following components:

10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;

10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and

10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



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10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.
    11.1. A client shall be discharged from a program for the following reasons:
        11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
        11.1.2. Program termination, including:
            11.1.2.1. Administrative discharge;
            11.1.2.2. Non-compliance with the program;
            11.1.2.3. The client left the program before completion against advice of treatment staff; and
        11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
    11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
        11.2.1. The dates of admission and discharge or transfer;
        11.2.2. The client's psychosocial substance abuse history and legal history;
        11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
        11.2.4. The reason for discharge or transfer;
        11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
        11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
        11.2.7. A continuing care plan, including all ASAM domains;
        11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
        11.2.9. The dated signature of the counselor completing the summary.
    11.3. The discharge summary shall be completed:
        11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
        11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
    11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
        11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
        11.4.2. Update the client assessment and treatment plan.
    11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
        11.5.1. The discharge summary;
        11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
        11.5.3. A diagnostic assessment statement and other assessment information, including:
            11.5.3.1. TB test results;
            11.5.3.2. A record of the client's treatment history; and



11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of Information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



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13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



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16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



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19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
- 20.2.2. List the clinical or management reasons for termination; and
- 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.

20.3. A Contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
- 20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.

21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
- 21.1.2. The right to privately communicate with others, including:
  - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
  - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
  - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
- 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
- 21.1.4. The right to privacy, including the following:
  - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
  - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
  - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
- 21.1.5. The right to individual choice, including the following:
  - 21.1.5.1. The right to keep and wear their own clothes;
  - 21.1.5.2. The right to space for personal possessions;
  - 21.1.5.3. The right to keep and to read materials of their own choosing;
  - 21.1.5.4. The right to keep and spend their own money; and
  - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



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21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Transitional Living (See Section 7 below) and

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Charging the Client for Room and Board for Transitional Living Services

6.1. The Contractor may charge the client fees for room and board, in addition to:

6.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

6.1.2. The charges to the Department

6.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

6.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

6.4. The Contractor shall maintain records to account for the client's contribution to room and board.

7. Charging for Clinical Services under Transitional Living

7.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

7.2. Notwithstanding Section 7.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.

8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

9. Additional Billing Information: Transportation

9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

9.3. The Contractor will invoice the Department according to Department instructions.

10. Charging for Child Care

10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

10.1.2. At the actual cost to purchase childcare from a licensed child care provider.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13. Funds in this contract may not be used to replace funding for a program already funded from another source.

14. The Contractor will keep detailed records of their activities related to Department funded programs and services.

15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

17.2.1. Make cash payments to intended recipients of substance abuse services.

17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free

needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Exhibit B-1

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	$75.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
High-Intensity Residential only for Pregnant and Parenting Women: Room and Board only	$75.00	Per Day
High-Intensity Residential only for Pregnant and Parenting Women: Clinical services only	$180.00	Per Day
Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
Recovery Support Services: Group Intensive Case Management	$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to $20.00	Hour

Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to $5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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:

June 4 2018
Date

Mary Ellen Jackson
Name: Mary Ellen Jackson
Title: Interim Executive Director

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:

June 4 2018
Date

Mary Ellen Jackson
Name: Mary Ellen Jackson
Title: Interim Executive Director

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:

Mary Ellen Jackson

Name: MARY ELLEN JACKSON
Title: Interim Ex. Director

June 4 2018
Date

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: Mary Ellen Jackson

June 4, 2018
Date

Mary Ellen Jackson
Name:
Title: Interim Ex Director

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:

6/20/18
Date

Name:
Title: Interim Executive Director

HEALTH INSURANCE PORTABILITY 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	Hope on Haven Hill
The State	Name of the Contractor
Katja S Fox	Mary Ellen Jackson
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Mary Ellen Jackson
Name of Authorized Representative	Name of Authorized Representative
Director	Interim Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/7/18	June 4, 2018
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.

June 4 2018
Date

Contractor Name:
Mary Ellen Jackson
Name:
Title: Executive Director

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: 080088208

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?

   ✓ 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: Mary Ellen Jackson Amount: 72,000
   Name: Jennifer Stout Amount: 72,000
   Name: Lindsey Mogren Amount: 62,000
   Name: Lisa Goodhue Amount: 55,000
   Name: Kelley Morton Amount: 68,000

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and Individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,419,000.

3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.

4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Katja S. Fox
Director

North Country Health Consortium

6.5.19
Date

Name: Nancy Frank
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on June 5, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

AMY JEROY
Notary Public - New Hampshire
My Commission Expires May 3, 2022

Amy Jeroy
Name and Title of Notary or Justice of the Peace

My Commission Expires: May 3, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Name: Lisa M. Ogilvie
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Doorways have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. No later than 30 days from the date of Governor & Council approval, the contractor shall submit a plan for Department approval for that addresses actions that shall be taken in the event that the contractor ceases to provide services. This plan shall include, but not be limited to:

1.4.3.1. How clients shall be transitioned to alternative providers to ensure that there is not a gap in services;

1.4.3.2. Where client records shall be transferred to; and

1.4.3.3. How clients shall be notified of 1.4.3.1 and 1.4.3.2.

1.4.3.4. The Department may not be identified as the entity that shall assume responsibility for client records.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services shall include at least 3 hours of clinical services per week of which at least 1 hour shall be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours shall be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. **The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.**

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.5 above before admission **or** Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.5 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.5 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.5; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2:5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.5

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what shall be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion. that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available

services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2.The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.1), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the

individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem, or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit

his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at

http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be

assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. " Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.
   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.
      3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

   4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

   4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

   5.1. The Contractor shall:

      5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

      5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

      5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

   5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

      5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Transitional Living, See Section 7 below and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 7 below.

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. With the exception of room and board payments for transitional living, the Contractor shall not bill the Department for Room and Board payments in excess of ***$619,200.***

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 7.2.2 below.

7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

7.2.4. The Contractor shall maintain documentation of the following:

7.2.4.1. WITS Client ID #;

7.2.4.2. Period for which prescription is intended;

7.2.4.3. Name and dosage of the medication;

7.2.4.4. Associated Medicaid Code;

7.2.4.5. Charge for the medication.

7.2.4.6. Client cost share for the service; and

7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

7.3.3. The Contractor shall maintain documentation of the following:

7.3.3.1. WITS Client ID #;

7.3.3.2. Date of Service;

7.3.3.3. Description of service;

7.3.3.4. Associated Medicaid Code;

7.3.3.5. Charge for the service;

7.3.3.6. Client cost share for the service; and

7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.

8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

9. Charging the Client for Room and Board for Transitional Living Services and Low Intensity Residential

9.1. The Contractor may charge the client fees for room and board, in addition to:

9.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

9.1.2. The charges to the Department

9.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40

300% - 349%	$57
350% - 399%	$77

9.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

9.4. The Contractor shall maintain records to account for the client's contribution to room and board.

10. Charging for Clinical Services under Transitional Living

10.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

10.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

12.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

13. Funds in this contract may not be used to replace funding for a program already funded from another source.

14. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

16. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

17. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

18.2.1. Make cash payments to intended recipients of substance abuse services.

18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

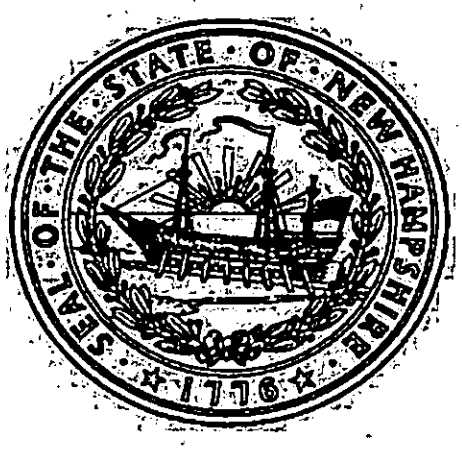
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HEALTH CONSORTIUM is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 05, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **301456**

Certificate Number: **0004524560**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of June A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Edward Shanshala, do hereby certify that:

1. I am a duly elected Officer of North Country Health Consortium.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 12, 2019.

   RESOLVED: *Whereas the North Country Health Consortium enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.*

   RESOLVED: *Be it resolved that the Chief Executive Officer and/or Board President is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Nancy Frank is the Chief Executive Officer of the corporation.*

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of June, 2019.
4. Nancy Frank is the duly elected Chief Executive Officer of the Agency.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the North Country Health Consortium this 5th day of June, 2019.

Edward Shanshala, President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The forgoing instrument was acknowledged before me this 5th day of June, 2019, by Edward Shanshala.

AMY JEROY
Notary Public - New Hampshire
My Commission Expires May 3, 2022

Notary Public/Justice of the Peace
My Commission Expires:
May 3, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/04/2019

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 have ADDITIONAL INSURED provisions or 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 Geo M Stevens & Son Co 149 Main Street Lancaster NH 03584	CONTACT NAME: Patricia Fecteau PHONE (A/C, No, Ext): (603) 788-2555 FAX (A/C, No): (603) 788-3901 E-MAIL ADDRESS: pfecteau@gms-ins.com
INSURED North Country Health Consortium Inc 262 Cottage Street, Suite 230 Littleton NH 03561	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance Co INSURER B: United Financial Casualty Co. — 11770 INSURER C: Eastern Alliance Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL194910783 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1923978	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			00263832-0	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB659960	01/01/2019	01/01/2020	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000114697-01	01/01/2019	01/01/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Health Consortium
NH Workers Compensation--excluded officers include Russell Keene, Edward Shanshala II, Nancy Bishop

CERTIFICATE HOLDER

Bureau of Drug & Alcohol Services
NH Dept of Health & Human Serv
105 Pleasant Street
Concord NH 03301

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

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NORTH COUNTRY
HEALTH CONSORTIUM

North Country Health Consortium Mission Statement:

"To lead innovative collaboration to improve the health status of the region."

The North Country Health Consortium (NCHC) is a non-profit 501(c)3 rural health network, created in 1997, as a vehicle for addressing common issues through collaboration among health and human service providers serving Northern New Hampshire.

NCHC is engaged in activities for:

- Solving common problems and facilitating regional solutions
- Creating and facilitating services and programs to improve population health status
- Health professional training, continuing education and management services to encourage sustainability of the health care infrastructure
- Increasing capacity for local public health essential services
- Increasing access to health care for underserved and uninsured residents of Northern New Hampshire.

262 Cottage Street, Suite 230, Littleton, NH 03561
Phone: 603-259-3700; Fax: 603-444-0945
www.nchcnh.org • nchc@nchcnh.org

A.M. PEISCH & COMPANY, LLP

SINCE 1920

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

SEPTEMBER 30, 2018 AND 2017

AMP

SINCE 1920

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A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of North Country Health Consortium, Inc. (a nonprofit organization) and Subsidiary, which comprise the consolidated statements of financial position as of September 30, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road, Suite 402
West Lebanon, NH 03784
(603) 306-0100

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of North Country Health Consortium, Inc. and Subsidiary as of September 30, 2018 and 2017, and the changes in its net assets, functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2019 on our consideration of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting and compliance.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A. M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2018 AND 2017

	2018	2017
ASSETS		
Current assets		
Cash and cash equivalents	$ 687,847	$ 1,075,410
Accounts receivable, net		
Grants and contracts	966,962	548,391
Dental services	898	864
Certificates of deposit	126,065	125,540
Prepaid expenses	21,356	9,960
Restricted cash - IDN	1,987,216	1,021,388
Total current assets	3,790,344	2,781,553
Property and equipment:		
Computers and equipment	147,392	147,392
Dental equipment	32,808	32,808
Furnitures and fixtures	30,045	30,045
Vehicles	18,677	18,677
Accumulated depreciation	(170,735)	(137,253)
Property and equipment, net	58,187	91,669
Other assets		
Restricted cash - IDN	800,000	1,200,000
Total other assets	800,000	1,200,000
Total assets	$ 4,648,531	$ 4,073,222
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	$ 396,039	$ 105,345
Accrued expenses	8,983	6,921
Accrued wages and related liabilities	265,717	154,454
Deferred revenue	1,854,420	1,185,265
Total current liabilities	2,525,159	1,451,985
Long-term liabilities		
Deferred revenue - Long term portion	800,000	1,200,000
Total long-term liabilities	800,000	1,200,000
Total liabilities	3,325,159	2,651,985
Net assets		
Unrestricted	1,323,372	1,421,237
Total net assets	1,323,372	1,421,237
Total liabilities and net assets	$ 4,648,531	$ 4,073,222

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2018	2017
Support:		
Grant and contract revenue	$ 5,017,825	$ 3,493,136
Revenue:		
Dental patient revenue	101,092	121,784
Fees for programs and services	1,455,860	100,602
Interest income	6,085	5,554
Other income	12,766	2,594
Total revenue	1,575,803	230,534
Total support and revenue	6,593,628	3,723,670
Program expenses:		
Workforce	3,263,756	2,011,463
Public health	198,719	165,268
Molar	219,335	279,213
CSAP	2,524,655	772,056
Total program expenses	6,206,465	3,228,000
Management and general	485,028	275,938
Total expenses	6,691,493	3,503,938
Gain (loss) on sale of property and equipment	-	(1,146)
Change in net assets	(97,865)	218,586
NET ASSETS, beginning of the year	1,421,237	1,202,651
NET ASSETS, end of the year	$ 1,323,372	$ 1,421,237

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2018

	Workforce	Public Health	Molar	CSAP	Total Program	Management & General	Total
Personnel:							
Salaries	$ 987,365	$ 115,572	$ 112,796	$ 1,480,317	$ 2,696,050	$ 281,983	$ 2,978,033
Payroll taxes and employee benefits	185,492	20,750	21,938	261,323	489,503	48,518	538,021
Subtotal	1,172,857	136,322	134,734	1,741,640	3,185,553	330,501	3,516,054
Site expenses:							
Computer fees	16,218	1,186	3,392	18,846	39,642	3,161	42,803
Medical and pharmacy supplies, MOA	1,610,212	36,431	55,217	327,270	2,029,130	4,967	2,034,097
Office supplies	17,314	2,634	448	64,899	85,295	30,617	115,912
Food	-	-	-	58,405	58,405	-	58,405
Subtotal	1,643,744	40,251	59,057	469,420	2,212,472	38,745	2,251,217
General:							
Bad debts	-	-	-	12,847	12,847	-	12,847
Depreciation	-	-	6,869	-	6,869	26,613	33,482
Dues and memberships	203,919	59	76	4,877	208,931	8,658	217,589
Education and training	2,108	-	140	1,050	3,298	45	3,343
Equipment and maintenance	22,299	-	544	3,787	26,630	2,420	29,050
Rent and occupancy	51,842	5,628	6,099	115,769	179,338	20,556	199,894
Insurance	5,364	972	1,173	7,156	14,665	5,016	19,681
Miscellaneous	-	-	219	7,732	7,951	-	7,951
Payroll processing fees	150	50	-	694	894	9,105	9,999
Postage	1,646	168	178	1,635	3,627	313	3,940
Printing	4,208	366	1,175	4,330	10,079	1,756	11,835
Professional fees	26,047	1,000	2,797	38,573	68,417	19,353	87,770
Training fees and supplies	53,602	914	1,000	20,548	76,064	4,758	80,822
Travel	47,224	2,806	1,475	54,798	106,303	8,423	114,726
Telephone	10,222	1,116	501	12,348	24,187	1,327	25,514
Vehicle expense	-	-	3,298	31	3,329	497	3,826
Event facility fees	18,524	9,067	-	27,420	55,011	6,942	61,953
Subtotal	447,155	22,146	25,544	313,595	808,440	115,782	924,222
Total expenses	$ 3,263,756	$ 198,719	$ 219,335	$ 2,524,655	$ 6,206,465	$ 485,028	$ 6,691,493

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2017

	Workforce	Public Health	Molar	CSAP	Total Program	Management & General	Total
Personnel:							
Salaries	$ 902,285	$ 72,003	$ 141,659	$ 271,561	$ 1,387,508	$ 131,822	$ 1,519,330
Payroll taxes and employee benefits	158,395	12,821	26,335	46,652	244,203	19,635	263,838
Subtotal	1,060,680	84,824	167,994	318,213	1,631,711	151,457	1,783,168
Site expenses:							
Computer fees	17,098	1,570	5,135	4,920	28,723	1,698	30,421
Medical and pharmacy supplies, MOA	673,678	61,473	70,399	354,919	1,160,469	2,212	1,162,681
Office supplies	17,744	2,588	1,407	9,570	31,309	15,415	46,724
Subtotal	708,520	65,631	76,941	369,409	1,220,501	19,325	1,239,826
General:							
Depreciation	-	-	7,095	-	7,095	23,114	30,209
Dues and memberships	5,185	35	9	9,871	15,100	8,547	23,647
Education and training	4,635	150	1,514	1,730	8,029	8,558	16,587
Equipment and maintenance	270	-	468	-	738	1,727	2,465
Rent and occupancy	39,647	3,279	6,881	11,180	60,987	4,709	65,696
Insurance	5,712	944	1,601	1,609	9,866	582	10,448
Miscellaneous	-	-	-	-	-	5,817	5,817
Payroll processing fees	-	-	-	592	592	5,717	6,309
Postage	2,007	146	348	722	3,223	606	3,829
Printing	3,805	671	1,506	5,276	11,258	426	11,684
Professional fees	27,639	1,601	4,872	11,890	46,002	28,039	74,041
Training fees and supplies	84,505	667	407	9,694	95,273	1,462	96,735
Travel	48,119	3,885	3,585	27,635	83,224	8,979	92,203
Telephone	10,398	1,040	975	2,105	14,518	623	15,141
Vehicle expense	-	-	5,017	800	5,817	-	5,817
Event facility fees	10,341	2,395	-	1,330	14,066	6,250	20,316
Subtotal	242,263	14,813	34,278	84,434	375,788	105,156	480,944
Total expenses	$ 2,011,463	$ 165,268	$ 279,213	$ 772,056	$ 3,228,000	$ 275,938	$ 3,503,938

See accompanying notes.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED SEPTEMBER 30, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (97,865)	$ 218,586
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	33,482	30,209
(Gain)/loss on sale of property and equipment	-	1,146
(Increase) decrease in operating assets:		
Accounts receivable - Grants and contracts	(418,571)	(207,861)
Accounts receivable - Dental services	(34)	8,420
Prepaid expenses	(11,396)	25,366
Restricted cash - IDN	(565,828)	191,847
Increase (decrease) in operating liabilities:		
Accounts payable	290,694	42,240
Accrued expenses	2,062	(987)
Accrued wages and related liabilities	111,263	57,073
Deferred revenue	269,155	(194,604)
Net cash provided (used) by operating activities	(374,191)	171,435
CASH FLOWS FROM INVESTING ACTIVITIES		
Reinvestment of certificates of deposit interest	(525)	(520)
Purchases of property and equipment	-	(81,350)
Net cash used by investing activities	(525)	(81,870)
Net increase (decrease) in cash and cash equivalents	(374,716)	89,565
Beginning cash and cash equivalents	1,075,410	985,845
Ending cash and cash equivalents	$ 700,694	$ 1,075,410

See accompanying notes.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Activities and Summary of Significant Accounting Policies

Nature of activities

North Country Health Consortium, Inc. and Subsidiary (NCHC) (the Organization) is a not-for-profit health center chartered under the laws of the State of New Hampshire. The Organization's mission is to lead innovative collaboration to improve the health status of the region. NCHC is engaged in promoting and facilitating access to services and programs that improve the health status of the area population, provide health training and educational opportunities for healthcare purposes, and provide region-wide dental services for an underserved and uninsured residents.

Effective October 1, 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program from Tri County Community Action Program.

The Organization's wholly owned subsidiary, North Country ACO (the ACO), is a non-profit 501(c)(3) charitable corporation formed in December 2011. This entity was formed as an accountable care organization (ACO) with its purpose to support the programs and activities of the ACO participants to improve the overall health of their respective populations and communities. A nominal cash balance remains and activities have ceased.

The Organization's primary programs are as follows:

Network and Workforce Activities – To provide workforce education programs and promote oral health initiatives for the Organization's dental services.

Public Health and CSAP – To conduct community substance abuse prevention activities, coordination of public health networks, and promote community emergency response plan.

Dental Services and Molar – To sustain a program offering oral health services for children and low income adults in northern New Hampshire.

Following is a summary of the significant accounting policies used in the preparation of these consolidated financial statements.

Basis of accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The Organization uses the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when susceptible to accrual, i.e., measurable and earned. Measurable refers to the ability to quantify in monetary terms the amount of the revenue and receivable. Expenses are recognized when they become liable for payment.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of North Country Health Consortium, Inc. and its wholly owned subsidiary, North Country ACO. All inter-company transactions and balances have been eliminated in consolidation.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Use of estimates

In preparing the consolidated financial statements in conformity with accounting principles generally accepted in the United States of America, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of risk

The Organization's operations are affected by various risk factors, including credit risk and risk from geographic concentration and concentrations of funding sources. Management attempts to manage risk by obtaining and maintaining revenue funding from a variety of sources. A substantial portion of the Organization's activities are funded through grants and contracts with private, federal, and state agencies. As a result, the Organization may be vulnerable to the consequences of change in the availability of funding sources and economic policies at the agency level. The Organization generally does not require collateral to secure its receivables.

Revenue recognition

Below are the revenue recognition policies of the Organization:

Dental Patient Revenue
Dental services are recorded as revenue within the fiscal year related to the service period.

Grant and Contract Revenue
Grants and contracts are recorded as revenue in the period they are earned by satisfaction of grant or contract requirements.

Fees for Programs and Services
Fees for programs and services are recorded as revenue in the period the related services were performed.

Cash and cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an original maturity of three months or less to be cash equivalents.

Restricted cash - IDN

Restricted cash – IDN consists of advanced funding received from The State of New Hampshire Department of Health and Human Services for the Integrated Delivery Network program (IDN). The original advance of funds of $2,000,000 is to be used to fund the Organization's cost of administering the IDN over a period of five years, beginning in fiscal year 2017. The remaining balance is to be distributed to participants.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

For the years ending September 30, 2018 and 2017, these amounts were restricted as follows:

	2018	2017
Administration fee to the Organization	$ 1,200,000	$ 1,600,000
Distributions to participants	1,587,216	621,388
	$ 2,787,216	$ 2,221,388

Accounts receivable

The Organization has receivable balances due from dental services provided to individuals and from grants and contracts received from federal, state, and private agencies. Management reviews the receivable balances for collectability and records an allowance for doubtful accounts based on historical information, estimated contractual adjustments, and current economic trends. Management considers the individual circumstances when determining the collectability of past due amounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to earnings and a credit to accounts receivable. Any collection fees or related costs are expensed in the year incurred. The Organization recorded an allowance for doubtful accounts for estimated contractual adjustments for dental service of $598 and $7,776 as of September 30, 2018 and 2017, respectively, and an allowance for doubtful accounts for grants and contracts of $12,847 and $0 as of September 30, 2018 and 2017, respectively. The Organization does not charge interest on its past due accounts, and collateral is generally not required.

Certificates of deposit

The Organization has three certificates of deposit that may be withdrawn without penalty with one financial institution. These certificates carry original terms of 12 months to 24 months, have interest rates ranging from .40% to .55%, and mature at various dates through February 2020.

Property and equipment

Property and equipment is stated at cost less accumulated depreciation. The Organization generally capitalizes property and equipment with an estimated useful life in excess of one year and installed costs over $2,500. Lesser amounts are generally expensed. Purchased property and equipment is capitalized at cost.

Property and equipment are depreciated using the straight-line method using the following ranges of estimated useful lives:

Computers and equipment	3-7 years
Dental equipment	5-7 years
Furniture and fixtures	5-7 years
Vehicles	5 years

Depreciation expense totaled $33,482 and $30,209 for the years ended September 30, 2018 and 2017, respectively.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Deferred revenue

Deferred revenue is related to advance payments on grants or advance billings relative to anticipated expenses or events in future periods. The revenue is realized when the expenses are incurred or as services are provided in the period earned.

Net assets

The Organization is required to report information regarding its financial position and activity according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets – consist of unrestricted amounts that are available for use in carrying out the mission of the Organization.

Temporarily restricted net assets – consist of those amounts that are donor restricted for a specific purpose. When a donor restriction expires, either by the passage of a stipulated time restriction or by the accomplishment of a specific purpose restriction, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization has elected, however, to show those restricted contributions whose restrictions are met in the same reporting period as they are received as unrestricted support. The Organization had no temporarily restricted net assets at September 30, 2018 and 2017.

Permanently restricted net assets – result from contributions from donors who place restrictions on the use of donated funds mandating that the original principal remain invested in perpetuity. The Organization had no permanently restricted net assets at September 30, 2018 and 2017.

Income taxes

The Organization and the ACO are exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not classified as private foundations. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. The Organization had no unrelated business income activity subject to taxation for the year ended September 30, 2018.

The Organization had adopted the provisions of FASB ASC 740-10. FASB ASC 740-10 prescribes a recognition threshold and measurement attributable for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. Based on management's evaluation, management has concluded that there were no significant uncertain tax positions requiring recognition in the financial statements at September 30, 2018.

Although the Organization is not currently the subject of a tax examination by the Internal Revenue Service or the State of New Hampshire, the Organization's tax years ended September 30, 2015 through September 30, 2018 are open to examination by the taxing authorities under the applicable statue of limitations.

Note 1. Nature of Activities and Summary of Significant Accounting Policies (Continued)

Functional expenses

The costs of providing the various programs and activities have been summarized on a functional basis in the Statement of Activities. Expenses are charged to programs based on direct expenses incurred and certain costs, including salaries and fringe benefits, are allocated to the programs and supporting services based upon related utilization and benefit.

Implementation of new accounting pronouncements

Management is reviewing the following Accounting Standards Updates (ASU) issued by the Financial Accounting Standards Board, which are effective for future years, for possible implementation and to determine their effect on the Organization's financial reporting.

ASU No. 2015-14, *Revenue from Contracts with Customers.* This ASU includes new revenue measurement and recognition guidance, as well as required additional disclosures. The ASU is effective for annual reporting beginning after December 15, 2018, and interim reporting periods within annual reporting beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-02, *Leases (Topic 842).* This ASU requires lessees to recognize the following for all leases (with the exception of short-term leases) at the commencement date; (1) a lease liability, which is the lessee's obligation to make lease payments arising from a lease, measured on a discounted basis; and (2) a right-of-use asset which is an asset that represents the lessee's right to use, or control the use of, a specified asset for the lease term. For short-term leases (term of twelve months or less), a lessee is permitted to make an accounting policy election by class of underlying asset not to recognize lease assets and lease liabilities. If a lessee makes the election, it should recognize lease expense for such leases generally on a straight-line basis over the lease term. The ASU is effective for annual periods, and interim reporting periods within those annual periods, beginning after December 15, 2019. The effect of this ASU has not been quantified.

ASU No. 2016-14, *Not-For-Profit Entities: Presentation of Financial Statements of Not-for-Profit Entities.* The ASU was issued to improve reporting by not-for-profit entities in the areas of net asset classifications and information provided about liquidity. This ASU is effective for fiscal years beginning after December 15, 2017, and interim periods within fiscal years beginning after December 15, 2018. This ASU will increase disclosures in the Organization's financial statements.

ASU No. 2016-18, *Statement of Cash Flows: Restricted Cash.* This ASU clarifies how to report restricted cash in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2018, and interim periods within fiscal years beginning after December 15, 2019. This ASU will have minimal effect on the Organization's financial statements.

Note 2. Cash Concentrations

The Organization maintains cash balances at two financial institutions. Their bank accounts at the institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per financial institution. The Organization's cash balances exceeded federally insured limits by $14,600 at September 30, 2018. The Organization has not experienced any losses with these accounts. Management believes the Organization is not exposed to any significant credit risk on cash as of September 30, 2018.

The Organization attempts to manage credit risk relative to cash concentrations by utilizing "sweep" accounts. The Organization maintains ICS Sweep accounts that invest cash balances in other financial institutions at amounts that do not exceed FDIC insurable limits. All cash at these institutions is held in interest-bearing money market accounts. Interest rates on these balances ranged from .10% to .15% as of September 30, 2018.

Note 3. Operating Leases

The Organization leases office space in Littleton, NH under a three year operating lease that expires in October 2020. The Organization has the option to renew the lease for two additional years.

In October 2017, the Organization assumed the operations of Friendship House, an outpatient drug and alcohol treatment facility and program. The Organization leases the premises under a five-year operating lease that expires March 2023, with monthly rent and CAM fee payments of $19,582. The CAM fee portion is to be adjusted annually. Since the inception of the lease, the agreement has been verbally and mutually amended to allow the Organization to pay actual expenses, such as utilities, repairs, mortgage, CAM, etc., in lieu of the $19,582 monthly payment.

In addition, the Organization leases satellite offices in Berlin, NH, Tamworth, NH, Woodsville, NH, North Conway, NH, and Conway, NH under month-to-month operating lease agreements.

Future minimum rental payments under lease commitments are as follows:

Year Ended September 30,	
2019	$ 160,297
2020	163,411
2021	65,431
2022	56,500
2023	28,250
Thereafter	-
	$ 473,889

Lease expense for the aforementioned leases was $132,746 and $62,100 for the years ended September 30, 2018 and 2017, respectively.

Note 4. Deferred Revenue

The summary of the components of deferred revenue as of September 30, are as follows:

	2018	2017
Deferred Revenue- IDN	$ 2,387,744	$ 2,215,782
Deferred Revenue- Other	266,676	169,483
Total	$ 2,654,420	$ 2,385,265

Deferred revenue - IDN

Under the terms of an agreement between the Centers for Medicare and Medicaid Services (CMS) and the State of New Hampshire Department of Health and Human Services, various Integrated Delivery Networks (IDN) are to be established within geographic regions across the state to develop programs to transform New Hampshire's behavioral health delivery system by strengthening community-based mental health and substance use disorder services and programs to combat the opioid crisis. The Organization has been designated to be the administrative lead of one of these IDNs.

In September 2016, the Organization was awarded a five-year demonstration project from the CMS, passed through the State of New Hampshire Department of Health and Human Services. At that date, the Organization was advanced $2,413,256 upon fulfillment of the condition of successful submission and state approval of an IDN Project Plan. Of that amount, $2,000,000 will be retained by the Organization as administrative fees for five years and the remaining funds will be disbursed to participants. For years two through five, the IDNs will continue to earn performance-based incentive funding by achieving defined targets and any funds received will be passed through to the participants.

Note 5. Related Party Transactions

A majority of the Organization's members and the Organization are also members of a Limited Liability Company. There were no transactions between the Limited Liability Company and the Organization's members in 2018 and 2017.

The Organization contracts various services from other organizations of which members of management of these other organizations may also be board members of North Country Health Consortium, Inc. and Subsidiary. Amounts paid to these organizations were $898,736 and $348,668 for the years ended September 30, 2018 and 2017, respectively. Outstanding amounts due to these organizations as of September 30, 2018 and 2017 amounted to $33,214 and $37,950, respectively. Outstanding amounts due from these organizations as of September 30, 2018 and 2017 amounted to $5,210 and $0, respectively.

Note 6. Retirement Plan

The Organization offers a defined contribution savings and investment plan (the Plan) under section 403(b) of the Internal Revenue Code. The Plan is available to all employees who are 21 years of age or older. There is no service requirement to participate in the Plan. Employee contributions are permitted and are subject to IRS limitations. Monthly employer contributions are $50 for each part-time employee and $100 for each full-time employee. Employer contributions for the years ended September 30, 2018 and 2017 were $61,990 and $26,291, respectively.

Note 7. Commitment and Contingencies

The Organization receives a significant portion of its support from various funding sources. Expenditure of these funds requires compliance with terms and conditions specified in the related contracts and agreements. These expenditures are subject to audit by the contracting agencies. Any disallowed expenditures would become a liability of the Organization requiring repayment to the funding sources. Liabilities resulting from these audits, if any, will be recorded in the period in which the liability is ascertained. Management estimates that any potential liability related to such audits will be immaterial.

Note 8. Federal Reports

Additional reports, required by *Government Auditing Standards* and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, including the Schedule of Expenditures of Federal Awards, are included in the supplements to this report.

Note 9. Reclassifications

Certain reclassifications have been made to the financial statements for the year ended September 30, 2017 to conform with the current year presentation.

Note 10. Subsequent Events

Subsequent to year end, the Organization entered into a line of credit agreement with a local bank. The Organization has $500,000 of available borrowing capacity under this line of credit. The line of credit bears interest at the Wall Street Journal Prime Rate plus .50% and is secured by all assets of the Organization. The line of credit is due on demand and matures February 2020.

The Organization has evaluated subsequent events through March 26, 2019, the date the financial statements were available to be issued.

A.M. PEISCH & COMPANY, LLP

AMP

SINCE 1920

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

ADDITIONAL REQUIRED REPORTS

SEPTEMBER 30, 2018

AMP

SINCE 1920

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2018

Federal Grantor/Pass through Grantor/Program Title	Federal CFDA Number	Grant No.	Pass-through Grantor's Subgrant No.	Federal Expenditures
U.S Department of Health and Human Services				
Direct Programs:				
Rural Health Care Services Outreach Program (Oral Health)	93.912	D04RH28387		$ 106,595
Network Development	93.912	D06RH28031		254,067
Rural Health Care Services Outreach Program (Opioid)	93.912	D04RH31641		5,813
				366,475
Health Careers Opportunity	93.329	G06HP27887		102,222
Drug-Free Communities (SAMHSA)	93.276	1H79SP021539-01		151,252
Total direct programs:				619,949
Passed through the State of New Hampshire:				
Public Health Emergency Preparedness	93.074		U90TP000535	66,566
Disaster Behavioral Health Response Teams	93.074		U90TP000535	62,542
				129,108
SAP - 2 Schools	93.243		SP020796	77,695
SAP - WMCC	93.243		SP020796	119,728
Young Adult Strategies	93.243		SP020796	96,490
Young Adult Leadership	93.243		SP020796	19,547
				313,460
School-Based Immunization	93.268		H23IP0007757	8,689
Continuum of Care	93.959		TI010035-14	23,666
Student Assistance Program Federal Block Grant	93.959		158557-B001	856
SAP - 5 Schools	93.959		TI010035-16	68,584
Substance Use Disorder (Friendship House)	93.959		TI010035-14	210,900
Substance Misuse Prevention	93.959		TI010035-14	69,687
				373,693
Community Health Workers	93.757		NU58DP004821	12,867
Community Health Workers (Chronic Disease)	93.757		NU58DP004821	29,992
Community Health Workers (Heart Disease)	93.757		NU58DP004821	49,985
				92,844
Community Health Workers (Cancer)	93.898		NU58DP003930	24,942
Public Health Advisory Council	93.758		B010T00937	42,025
Total passed through the State of New Hampshire:				984,761
Passed through the University of Dartmouth Area Health Education Center:				
Area Health Education Centers	93.107		U77HP03627-09-01	76,099
Passed through the University of New Hampshire:				
Practice Transformation Network	93.638		Agreement #16-039	517,138
Total Expenditures of Federal Awards				$ 2,197,947

See accompanying notes to schedule of expenditures of federal awards.

NORTH COUNTRY HEALTH CONSORTIUM, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards for the Year Ended September 30, 2018

Note 1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of North Country Health Consortium, Inc. and Subsidiary (the Organization) under programs of the federal government for the year ended September 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

Note 2. Summary of Significant Accounting Policies

(1) Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance whereby certain types of expenditures are not allowable or are limited as to reimbursement.

(2) Pass-through entity identifying numbers are presented where available.

(3) The Organization did not elect to use the 10% de minimus indirect cost rate allowed under the Uniform Guidance.

A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary (the Organization) (a New Hampshire nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2018, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated March 26, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether North Country Health Consortium, Inc. and Subsidiary's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A.M. Peisch & Company, LLP

A.M. PEISCH & COMPANY, LLP

CERTIFIED PUBLIC ACCOUNTANTS
& BUSINESS CONSULTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
North Country Health Consortium, Inc. and Subsidiary
Littleton, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited North Country Health Consortium, Inc. and Subsidiary's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of North Country Health Consortium, Inc. and Subsidiary's major federal programs for the year ended September 30, 2018. North Country Health Consortium, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statues, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of North Country Health Consortium, Inc. and Subsidiary's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about North Country Health Consortium, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of North Country Health Consortium, Inc. and Subsidiary's compliance.

401 Water Tower Circle
Suite 302
Colchester, VT 05446
(802) 654-7255

27 Center Street
P. O. Box 326
Rutland, VT 05702
(802) 773-2721

30 Congress Street
Suite 201
St. Albans, VT 05478
(802) 527-0505

1020 Memorial Drive
St. Johnsbury, VT 05819
(802) 748-5654

24 Airport Road, Suite 402
West Lebanon, NH 03784
(603) 306-0100

Opinion on Each Major Federal Program

In our opinion, North Country Health Consortium, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2018.

Report on Internal Control Over Compliance

Management of North Country Health Consortium, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered North Country Health Consortium, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of North Country Health Consortium, Inc. and Subsidiary's internal control over compliance.

A deficiency in internal control over compliance-exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

St. Albans, Vermont
March 26, 2019
VT Reg. No. 92-0000102

A. M. Peisch & Company, LLP

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Schedule of Findings and Questioned Costs
Year Ended September 30, 2018

A. SUMMARY OF AUDITOR'S RESULTS

1. The independent auditor's report expresses an unmodified opinion on whether the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary were prepared in accordance with GAAP.

2. No material weakness or significant deficiencies relating to the audit of the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary are reported in the Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Governmental Auditing Standards*.

3. No instances of noncompliance material to the consolidated financial statements of North Country Health Consortium, Inc. and Subsidiary, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No material weakness or significant deficiencies relating to internal control over compliance for major federal award programs are reported in the Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.

5. The auditor's report on compliance for the major federal award programs for North Country Health Consortium, Inc. and Subsidiary expresses an unmodified opinion on the major federal program.

6. There were no audit findings that are required to be reported in this schedule in accordance with 2 CFR Section 200.516(a).

7. The program tested as a major program was U.S. Department of Health and Human Services – ACA – Transforming Clinical Practice Initiative: Practice Transformation Networks (CFDA Number 93.638).

8. The threshold for distinguishing Types A and B programs was $750,000.

9. North Country Health Consortium, Inc. and Subsidiary was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENT AUDIT

There were no reported findings related to the audit of the consolidated financial statements for the year ended September 30, 2018.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAM AUDIT

There were no reported findings related to the audit of the federal program for the year ended September 30, 2018.

NORTH COUNTRY HEALTH CONSORTIUM, INC.
AND SUBSIDIARY

Summary Schedule of Prior Audit Findings
Year Ended September 30, 2018

2017 and 2016 FINDINGS AND QUESTIONED COSTS – AUDIT OF MAJOR FEDERAL AWARD PROGRAMS

2017 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2017.

2016 Finding:

There were no reported findings related to the audit of the major federal program for the year ended September 30, 2016.

North Country
HEALTH CONSORTIUM

2018–19 Board of Directors

President (O)
Ed Shanshala
CEO, Ammonoosuc Community Health Services

Vice President (O)
Rev. Curtis Metzger
All Saints' Episcopal Church

Treasurer (O)
Michael Counter
President, North Country Home Health & Hospice Agency

Secretary (O)
Karen Woods
Administrative Director
Cottage Hospital

Sharon Beaty
CEO, Mid-State Community Development Corp.

Laurie Daley
Director of Quality, Upper Connecticut Valley Hospital

Kristina Fjeld-Sparks
NH AHEC Director, NH AHEC/ Geisel School of Medicine

Suzanne Gaetjens-Oleson
Regional Mental Health Administrator, Northern Human Services

Ken Gordon
CEO, Coos County Family Health Services

Kevin Kelley
CEO, Indian Stream Health Center

Michael Lee
President, Weeks Medical Center

Tara MacKillop
Executive Director, Androscoggin Valley Home Care Services

Lars Nielson, MD
Provider, Weeks Medical Center

Gail Clark
Director of Marketing and Community Relations, Littleton Regional Healthcare

Jarrett Stern
System Executive-Special Projects, Androscoggin Valley Hospital

Jeanne Robillard
CEO, Tri-County Community Action Program

Craig Labore
Administrator, Grafton County Nursing Home

Leading innovative collaboration to improve the health status of Northern New Hampshire.

updated 4/23/19

603-259-3700 | NCHCNH.org
262 Cottage Street | Suite 230 | Littleton, NH 03561

Chad L. Dingman

157 Fellows Road – Guildhall, VT 05905 – Phone: (C) 603-545-9504
Chad.Dingman34@gmail.com

Employment History

North Country Health Consortium – Littleton, NH

Administrative/Operations Director of Clinical Services **April 2019 - Present**

- Responsible for the administration, development, management, compliance and operation of Friendship House (residential treatment program), Intensive Outpatient Services, Outpatient Services, and the Impaired Driver Program.
- Development and implementation of internal operating policies and procedures
- Ensure organizational delivery system uses evidence-based treatment throughout all provision of services
- Monitor the quality of clinical care for consistency and clinical integrity throughout substance use programs
- Lead service performance and quality improvement activities
- Identify, plan, and evaluate new programs, services, and projects
- Maintain knowledge of, and adhere to, Commission for the Accreditation of Rehabilitation Facilities (CARF) standards throughout programs

Mountain Club on Loon Resort – Lincoln, NH

Controller & Human Resources **August 2018 – April 2019 (Full-Time)**
April 2019 – Present (Consultant)

- Oversee all Accounting, Business Office and Human Resource functions for the resort and restaurant
- Lead 4 direct reports: Payroll, A/P, Owners Accountant, Staff Accountant
- Preparation of Financial Statements, weekly/monthly/quarterly reporting on financial, labor and operating statistics
- Financial Review and Recommendations to the Board of Directors & General Manager
- Completed a Transition to new Accounting software
- Identified and initiated a change in HR/Payroll provider, with annual savings of approximately $95,000
- Train all management personnel on employee coaching/counseling processes, and review all personnel management documentation

Morrison Nursing Home & Summit by Morrison – Whitefield, NH

Executive Director/CEO **November 2016 – July 2018**

- Lead overall operations of Morrison's Nursing Home, 2 Assisted Livings and an Independent Living community, a total of 164 beds.
- Managed and completed construction, policy development, licensing and hiring of the $25 million Summit by Morrison AL/IL community
- Employee turnover reduced from 82% to 42% in 18-month timeframe
- Average Skilled census of 11.7 last 7 months. Historical average 5.8
- Eliminated all contracted staffing: yielding an annual savings of approximately $240,000
- Prepare and manage operating and capital budget/spending
- Track and review expenses to identify variances in product usage and saving opportunities
- Identify and forecast all Capital budgeting and expenditures
- Hire/Terminate personnel
- Created a Memory Care program to enhance resident centered care and their quality of life for residents with advanced cognitive loss.

Chad L. Dingman

157 Fellows Road – Guildhall, VT 05905 – Phone: (C) 603-545-9504
Chad.Dingman34@gmail.com

Employment History Continued

St. Vincent de Paul Rehab & Nursing – Berlin, NH

Executive Director/Administrator — **May 2014 – November 2016**

- Oversee all operations of a 80 bed Nursing Facility, and operated 38% over budgeted EBITDARM in last fiscal year
- Increase from 4 to 5-Star Rating by CMS
- Deficiency Free Health Recertification Survey in 2016
- Approve facility expenditures and annual financial budget preparation
- Manage and oversee all Capital Budgeting and Expenditures
- Restructured Housekeeping workflow and scheduling to meet sanitary needs of facility
- Worked with Department Heads to best manage budgets, expenses and staff
- Developed a mentor program for LNA's to improve orientation process and training of new LNA's

Genesis HealthCare

Center Executive Director — **November 2011 – November 2013**

- Oversee all operations of Nursing Home and Assisted Living community
- Voted "Best of the Best" in Nursing care for the Greater Rutland VT area for 2013. First time receiving this award since its initiation in 2001
- Restructured interviewing and orientation process to create a more streamlined process. Results decreased length of time between interview to start date, as well as improved feedback from new hires after completing orientation
- Worked with Director of Nursing to quickly eliminate all bed and chair alarms, while increasing rounding efforts to improve Quality of Life and Dignity for residents.
- Reduction in amount of wasted and/or lost medical supplies, while increasing availability

Administrator-in-Training/Asst. Administrator — **October 2010 – November 2011**

- Learn all facets of the operation of a long-term care facility while completing AIT.
- Monitor department budgets, expenditures, and over/under staffing
- Consult with department managers concerning the operation of their departments to assist in eliminating/correcting problem areas, and/or improvement of services

Scheduling & Human Resources Manager — **May 2008 – October 2010**

- Increase of approximately 20% in clinical staff retention in less than 18 months, through thorough employee selection during hiring, and consistent enforcement of policies and procedures
- Recruit, coordinate applicant flow, pre-screen applicants, complete all reference and criminal background checks, conduct interviews, and hire clinical staff
- Work with Administrator and Director of Nursing Services for annual budget preparations.
- Manage/Organize the orientation process for all newly hired employees
- Staff the facility with the proper Hours per Patient Day (HPPD) to ensure a safe staff to patient ratio while maintaining exceptional clinical care

Fidelity Investments, Merrimack, NH

HR/Payroll & Retirements Specialist — **February 2007 - April 2008**

- Advised management regarding salary ranges/increases, transfers, and employment status changes

Chad L. Dingman

157 Fellows Road – Guildhall, VT 05905 – Phone: (C) 603-545-9504
Chad.Dingman34@gmail.com

Licensing and Certifications

- NH Licensed Nursing Home Administrator, License #3756
- Vermont Licensed Nursing Home Administrator, License #027.0091194
- Six Sigma Green Belt Certification – 2009
- Strong use of PeopleSoft, Kronos, Point Click Care, HealthMedX/Vision, Paylocity, AoD, Galaxy and Microsoft Office software

Education

Plymouth State University, Plymouth, NH 03264

Master of Business Administration (MBA) in Healthcare Administration

- Anticipated completion date of August 2019
- Current GPA of 3.83 on a 4.0 scale

Bachelor of Science in Business Management w/ Economics minor

- December 2006 degree completion
- Award for Outstanding Business Student

Stacie Leclerc,LCMHC,MLADC
286 Town Hall Rd, Intervale, NH 03845 Email: sleclerc@nchcnh.org Phone: 603-915-3224

Objective

Supervise and manage the daily activities of a clinical team providing residential and outpatient substance use disorder treatment.

Experience

North Country Health Consortium October 2017-Present
Tri-County Community Action Program October 2016-October 2017
Bethlehem, NH
Clinical director for substance use disorder clinical services. Provide clinical supervision to residential and outpatient counseling program staff. Program development with the use of evidence-based practices. Ensure that the continuum of care components are operated at their optimum levels. Responsible for the delivery of the clinical programs.

Northern Human Services June 2006-November 2016
Berlin, NH
Licensed clinician working with outpatient consumers. Member of the Assertive Community Treatment team who serve consumers with severe and persistent mental illness. Primary clinician for the Referral Education and Assessment Program serving the elderly community. Member.of the regional emergency services response team who consults after business hours with five hospitals for suicide and safety assessments.

Monarch Center for Family Healing June 2004-April 2006
Georgetown, CO
Licensed Eligible Clinician. Provide counseling to at-risk youth and their families while utilizing wilderness settings and outdoor adventure to facilitate growth.

Home Care January 2001-August 2003
Berlin, NH
Caregiver for individuals needing assistance to maintain independent living status. Support families in transition of later stages of life care.

A Safe Place May 1999-December2000
Portsmouth, NH
Provide support to survivors of domestic violence in shelter, on crisis line and as legal advocate in court.

Stacie Leclerc, LCMHC, MLADC
286 Town Hall Rd, Intervale, NH 03845 Email: sleclerc@nchcnh.org Phone: 603-915-3224

Licensure and Education

Licensed Clinical Mental Health Counselor

Master Licensed Alcohol & Drug Counselor

Naropa University — August 2003-May 2006
Boulder, CO
Master of Arts in Transpersonal Counseling Psychology and Wilderness Therapy.

University of New Hampshire — September 1997-May 2000
Durham, NH
Bachelor of Arts in Psychology
Bachelor of Arts in Women Studies.

93 Old Village Rd.
Groveton, NH 03582
(603) 636-2412 (603) 631-0786
amy.meunier@yahoo.com

Amy Dawn Meunier

Objective: To seek new challenges and opportunities to advance my career in the Human Services profession in order to continue my education, gather more experience, and be a part in improving the lives of others one step at a time.

Education:

2016- Present **Springfield College** **St. Johnsbury, VT**

Human Services with a concentration in Mental Health Counseling

- Master's Degree
- Northern Human Services Scholarship Award

2015-2016 **Springfield College** **St. Johnsbury, VT**

Human Services with a concentration in Addiction Studies

- Bachelor's Degree
- Minor in Addiction Studies
- Dean's List
- Substance Abuse Ethics (7Hrs)

Experience:

2/12/2018-Present North Country Health Consortium –The Friendship House Bethlehem, NH

Program Coordinator, Clinician

- RSS Supervisor, Hire, Train
- Facilitate team meetings
- Provide direct services to clients
- Monitor and Ensure documentation of client behavior
- Maintain Program Curriculum

2015-2018 **Northern Human Services** **Berlin, NH**

Assertive Community Treatment Coordinator (ACT)

- Program Coordinator\Supervisor
- Facilitate team meetings\schedules
- Case Management and direct services

2012 – 2015 **Northern Human Services** **Berlin, NH**

Financial Case Manager

- Social Security Representative Payee
- Housing Specialist (HUD and Private Sectors)
- Medical Benefits Specialist (DHHS, Medicare and Private)

2006 –2012 **Northern Human Services** **Berlin, NH**

Administrative Assistant 2

- Assisting guest upon entry
- Answering telephone calls
- Scheduling Doctor Appointments
- Staff Vacation\Extended Time
- Coverage for Accounting\Payroll
- Evening phone coverage for Emergency Services

Trainings:

- Suicide Prevention (3hrs)
- Dialectic Behavioral Training (DBT) (8hrs)
- Illness Management and Recovery (IMR)
- Foundation Trainings (MH101), Stages of Change, Motivational Interviewing, Functional Supports and Services, CBT Strategies. (4hrs)
- CPR/First Aide
- "When Money Still gets in the Way" (3hrs)
- Bed Bug Education (8hrs)
- Substance Abuse Ethics (7hrs)
- Crisis Prevention Intervention (CPI)
- LEAP (Listen, Emphasize, Partner, Agree)
- ACT Co-Occurring Disorder Specialist (7 Part Series)

References:

Available upon request

NANCY FRANK, MPH

PROFESSIONAL EXPERIENCE

North Country Health Consortium
Littleton, New Hampshire
January 2017 – present

Chief Executive Officer

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

August 2011 – January 2017

Executive Director

- Responsible for supervision of all agency staff
- Director of the Northern New Hampshire Area Health Education Center
- Lead strategic planning and board development efforts
- Prepare and manage organization's budget
- Provide oversight and technical assistance to all agency projects and programs

December 2009- July 2011

Development Director/Workforce Development

- Responsible for researching and writing grant applications, developing work plans, identifying funding opportunities
- Serves as North Country Health Consortium Evaluator
- Provides consultation to member organizations and assists in community needs assessment, evaluation, and resource development
- Serves as project director on workforce development initiatives
- Provides supervision to the Workforce Development Program
- Member of NCHC Management Team

Vermont Department of Health
St. Johnsbury, Vermont
November 2006-June 2008

Public Health Supervisor

- Responsible for administration of local public health programs, including school health, immunizations, healthy babies, ladies first (breast and cervical cancer screening), and environmental health
- Participated in local emergency preparedness planning
- Collaborated with community partners to develop community health education prevention programs
- Participated in local community health assessment and identification of public health priorities
- Facilitated local Maternal/Child Health coalition
- Supervision of professional/para-professional staff

Northeastern Vermont Area Health Education Center
St. Johnsbury, Vermont
December 1999-October 2006

Community Resource Coordinator
Program Coordinator, National Community Center of Excellence in Women's Health

- Responsible for coordination of community health education programs in a six county region in Northeastern Vermont
- Collaborated with five regional hospitals to increase access to health information and education programs
- Worked with community partners to plan and implement community health and wellness programs
- Developed community health status reports
- Responsible for grant writing, including successful award for five year federal grant to establish National Community Center of Excellence in Women's Health (CCOE) in Vermont's Northeast Kingdom
- Responsible for all aspects of development, implementation, management, and evaluation of a rural CCOE model
- Responsible for submission of all federal reports and documentation of CCOE program highlights
- Attended and presented at national meetings

Northeastern Vermont Area Health Education Center
St Johnsbury, Vermont
July 1999 – October 1999
Consultant, Community Diabetes Project

- Established partnerships with primary care provider practices to plan and implement diabetes education program
- Developed educational packets for providers and patients with an emphasis on chronic disease management

Vermont Department of Health
Burlington, Vermont
June 1992 – December 1998
Public Health Specialist (February 1998 - December 1998)
Primary Care Coordinator

- Wrote, managed, and administered Federal Grant establishing Vermont's Primary Care Cooperative Agreement
- Assessed access to primary care services for all Vermonters, particularly underserved populations
- Assisted communities, providers, and special populations in development of strategies to increase access to care
- Participated in policy development related to primary care delivery systems
- Responsible for Vermont's applications for Federal Health Professional Shortage Area designations
- Facilitated and coordinated meetings of Primary Care Cooperative Agreement Steering Committee

Maternal and Child Health Planning Specialist (October 1993 - February 1998)
Project Coordinator, State Systems Development Initiative

- Facilitated community health needs assessment process in various communities throughout the state by providing technical assistance for development and data analysis
- Managed community grants focused on integrated health care systems development for children and families.
- Responsible for development of community assessment and evaluation tools.

- Responsible for federal grant and report writing
- Member of statewide advisory boards, including the Primary Care Cooperative Agreement, the Robert Wood Johnson Making the Grade Project, and the Indicator and Outcomes Committee of the State Team for Children and Families

Maternal and Child Health Planning Specialist (June 1992 - September 1993)

- Responsible for statewide planning for maternal and child health programs and policies.
- Evaluated Department of Health programs and make recommendations for programmatic changes
- Responsible for coordinating Vermont's Maternal and Child Health Title V grant proposal and annual report
- Coordinator for statewide systems development project focused on the primary health care needs of children and adolescents in Vermont.
- Vermont Genetics Coordinator - manage contracts and grants with the Vermont Regional Genetics Center
- Responsible for grant and report writing
- Member of Vermont's Child Fatality Review Committee

University of Illinois at Chicago, School of Public Health
Prevention Research Center, Chicago, IL
January 1990 – May 1991

Project Director, Youth AIDS Prevention Project

- Responsible for directing all aspects of a multiple risk reduction HIV prevention education/research project
- Developed comprehensive risk reduction curriculum for 7th and 8th grade students
- Developed research questionnaires for students, parents, and school administrators
- Responsible for writing annual National Institutes of Mental Health progress and evaluation reports
- Participated in budget management of project
- Supervised staff of three health educators and two research assistants

Cook County Department of Public Health
Maywood, Illinois
September 1987 – January 1990

AIDS Education Coordinator (July 1988 - January 1990)

- Responsible for administration, planning and implementation for all HIV/AIDS community and school-based education programs
- Managed subcontracts with community based organizations
- Responsible for writing quarterly progress/evaluation reports submitted to the Illinois Department of Public Health
- Supervised staff of four health educators

Community Health Educator (September 1987 - July 1988)

- Organized and conducted conferences, workshops, training, and classes for students, teachers, and community groups on a variety of public health issues, emphasis on HIV/AIDS and sexuality education

Case Western Reserve University
Cleveland, Ohio
November 1982 – May 1985

Research Assistant, Department of Nutrition

- Primary research assistant for the laboratory analysis component of a project to study the vitamin D levels of bottle-fed versus breast-fed infants

Research Assistant, Department of Medicine

- Prepared statistical and technical data for publications
- Managed research grants

PROFESSIONAL AFFILIATIONS/BOARDS

- Grafton County Mental Health Court, Advisory Council
- New England Rural Health Round Table, Board Member
- New Hampshire Oral Health Coalition, Steering Committee
- New Hampshire Governor's Primary Care Workforce Commission
- National Cooperative of Health Networks
- American Public Health Association

EDUCATION

May 1987 Master of Public Health, Community Health Sciences, Maternal & Child Health
University of Illinois at Chicago, School of Public Health

June 1981 Bachelor of Science, Consumer Science
University of Wisconsin - Madison

Colleen Gingue
537 Rabbit Plain
St. Johnsbury, VT 05819
(802) 274-2324 gingue.gingue@gmail.com

Self-Starter **Team Player** **Task Oriented** **Cheerful**

Highlights of Qualifications

- Proficient in Microsoft Suite (Access, Excel, Power Point, Word) and Microsoft Outlook (Email, Calendar, Reminder, Notes), QuickBooks Pro, Customer Relationship Management (CRM), SharePoint, ADP, ReportSmith, Red Beam

Experience

Chief Financial Officer *North Country Health Consortium* *2018-Present*

- Supervise Financial Controller
- Provide oversight for annual audits
- Provide oversight for monthly reporting and present to governing body
- Monitor cash positions
- Prepare annual organization-wide budget and grant budgets
- Provide oversight for clinical service billing
- Evaluate processes and implement improvements and efficiencies

Finance Director *North Country Health Consortium* *2012-2018*

- Prepare monthly financial management reporting packages and analyses
  - Present financial statements to Finance Committee and Board
- Direct preparation of monthly, quarterly, and annual budget reports with recommendations for areas of improvements
- Direct administration of financial management systems, strategies, fiscal policy and procedures
- Oversee and participate in annual external audit
  - Review auditor reports and financial statements, and provide recommendation as needed
- Supervise annual insurance renewals and review coverage requirements
- Supervise Administrative Assistant

Multi-Client Bookkeeper Service *Abacus Bookkeeping* *2012*

- Assist Montpelier tax preparer and bookkeeper service with QuickBooks and Intuit ProSeries tax preparation software
  - Concentration in reconciliations, Excel spreadsheets, and analysis

Accounting Manager *microDATA 911, Inc.* *2002-2011*

- Supervise and Participate in Management of Accounting Department
  - Reconcile A/R, A/P, Payroll, Accrual and Prepaid Accounts, Fixed Assets
- Perform Daily Cash Management and Monthly/Annual Projections
- Prepare Financial Reports for Internal and External Distribution
- Team with external CPA for Annual Review and Tax Return Preparation
- Supervise and Participate in Year-End Closing Duties
  - Payroll Multi-State Reporting Requirements
  - Closing Journal Entries and Financial Statement Preparation

- New year Prepaid, Accrual and Depreciation Journal Entries
- Interview, Manage Benefits, Provide Employee Reviews & Coaching

Office Manager/Accountant *Gingue Electric Corporation* *1989-2007 (closed)*

- Orchestrate Multitude of Tasks for Successful Business Operation
  - Manage Payroll and Employee Benefit Duties
  - Track Apprenticeship Program Requirements
  - Manage Full-Charge Bookkeeper Duties: A/P, A/R, Financial Reporting
  - Create and Maintain Inventory and Billing Database

Education

- Graduate with Bachelor of Arts Degree in Business Management, Johnson State College
- Cum Laude Graduate with Associate in Science Degree in Accounting, Champlain College

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: North Country Health Consortium

Name of Program/Service: Substance Use Disorder Treatment & Recovery Support Services

BUDGET PERIOD:				
Name	Job Title	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Amount Paid by Contract
Chad Dingman	Administrative Director	$97,131	50.00%	$48,565.48
Stacie Leclerc	Clinical Director	$79,957	50.00%	$39,978.52
Amy Meunier	Program Coordinator	$43,812	50.00%	$21,906.04
Nancy Frank	Chief Executive Officer	$123,467	10.00%	$12,346.71
Colleen Gingue	Chief Financial Officer	$88,496	10.00%	$8,849.61
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
		$0	0.00%	$0.00
TOTAL SALARIES				$131,646.37

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $401,606.
2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Nathan D. White.
3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
   603-271-9631.
4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.
5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.
6. Delete and Replace Exhibit B-1, Service Fee Table with Exhibit B-1, Amendment #2, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

Katja S. Fox
Director

Contractor Name

11/13/18
Date

Name: Nancy Frank
Title: Chief Executive Officer

Acknowledgement of Contractor's signature:

State of NH, County of Grafton on Nov 13, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

AMY JEROY
Notary Public - New Hampshire
My Commission Expires May 3, 2022

Amy Jeroy
Name and Title of Notary or Justice of the Peace

My Commission Expires: May 3, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

14/19/2018
Date

Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care

(RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1.

Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals

that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment

(https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below.

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.4 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults; unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services:

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact,

during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care; that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done).

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does

	not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
2.8.4.1.3.	Medication assisted treatment provider.
2.8.4.1.4.	Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
2.8.4.1.5.	Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.
2.8.4.1.6.	Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.
2.8.4.1.7.	Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.
2.8.4.2.	The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and/or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the

problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education.

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:

3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as: individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for

handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or

serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"

(February 2017); available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall

include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients receiving room and board payments for residential levels of care 3.1 and/or 3.5 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for for residential levels of care 3.1 and/or 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788) and;
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid.
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2, Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department.

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2, Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 10, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 10 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:

5.7.1. Transitional Living (See Section 7 below) and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care 3.1 and/or 3.5

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care 3.1 and/or 3.5.

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover.

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.2

6.2.5. Amount being billed to the Department for the service.

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

7.2.4. The Contractor shall maintain documentation of the following:

7.2.4.1. WITS Client ID #;

7.2.4.2. Period for which prescription is intended;

7.2.4.3. Name and dosage of the medication;

7.2.4.4. Associated Medicaid Code;

7.2.4.5. Charge for the medication.

7.2.4.6. Client cost share for the service; and

7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time.

7.3.1. Physician Time is the time spent by a physician, or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.

7.3.3. The Contractor shall maintain documentation of the following:

7.3.3.1. WITS Client ID #;

7.3.3.2. Date of Service;

7.3.3.3. Description of service;

7.3.3.4. Associated Medicaid Code;

7.3.3.5. Charge for the service;

7.3.3.6. Client cost share for the service; and

7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment

8.1. The Contractor may charge the client fees for room and board, in addition to:

8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale.

8.1.2. The charges to the Department

8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

8.4. The Contractor shall maintain records to account for the client's contribution to room and board.

9. Charging for Clinical Services under Transitional Living

9.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

9.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

10. Additional Billing Information: Intensive Case Management Services:

10.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

10.2. The Department will not pay for intensive case management provided to a client prior to admission.

10.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client.

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through

WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13. Funds in this contract may not be used to replace funding for a program already funded from another source.

14. The Contractor will keep detailed records of their activities related to Department funded programs and services.

15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

17.2.1. Make cash payments to intended recipients of substance abuse services.

17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the

religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	$275.00	Per evaluation
1.2.	Individual Outpatient	$22.00	15 min
1.3.	Group Outpatient	$6.60	15 min
1.4.	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Transitional Living for room and board only	$75.00	Per day
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.8.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
1.9.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.10.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.

1.11.	Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
1.12.	Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
1.13.	Recovery Support Services: Group Intensive Case Management	$5.50	15 min

7 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kleman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Srv Policy Analyst, Substnc Use Srv; Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHHH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism Vendor Code: 168574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov, Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,927	$1,549,015	$4,708,942

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Health Consortium, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 262 Cottage Street, Suite 230, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

   10. Contract Compliance Audits

   10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 12, in its entirety.

The rest of this page left intentionally blank.

This amendment shall be effective upon the date of Govemor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire

Department of Health and Human Services

7/3/18

Date

Katja S. Fox

Director

North Country Health Consortium

6/27/18

Date

Name: Nancy Frank

Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on June 27 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Tracy A. Page

Signature of Notary Public or Justice of the Peace

Tracy A. Page, Notary Public

Name and Title of Notary or Justice of the Peace

My Commission Expires: 09/18/2018

TRACY A. PAGE
Notary Public - New Hampshire
My Commission Expires September 18, 2018

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/9/20
Date

Name: Megan A. Yorke
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

9

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2018-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Bjaley, Prog Specialist IV, Child Bhvl Health
4. Paul Klemm, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Bhvl Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	282	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	338	Capital
5. FITNHOH, Inc.	440	348	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	250	North Country
7. The Community Council of Nashua, N. H.	440	230	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	384	Greater Nashua
12. North Country Health Consortium	440	329	North Country
13. North Country Health Consortium	440	293	Carroll County
14. Phoenix Houses of New England, Inc.	440	351	Monadnock
15. Seacoast Youth Services	440	316	Seacoast
16. Seacoast Youth Services	440	316	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	331	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-93920000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 178226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 155397-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155283-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,234	$0	$952,234

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154113-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH
Manchester Alcoholism Rehab Ctr/Fernum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,608		$172,608
Sub-total			$172,608	$0	$172,608

Headrest, Inc Vendor Code: 178226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364		$103,364
Sub-total			$103,364	$0	$103,364

North Country Health Consortium Vendor Code: 155357-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$182,675		$182,675
Sub-total			$182,675	$0	$182,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155282-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548		$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,209,533	$0	$2,209,533
Grand Total All			$3,167,927	$0	$3,167,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-08)

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 North Country Health Consortium		1.4 Contractor Address 262 Cottage Street, Suite 230 Littleton NH 03561	
1.5 Contractor Phone Number 603-259-3700 ext 223	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $287,406
1.9 Contracting Officer for State Agency E. Maria Reidemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Nancy Frank, CEO	

1.13 Acknowledgement: State of NH, County of Grafton

On June 1, 2018, 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

Karen L. Hoyt, Notary Public

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Karen L. Hoyt, Notary Public

KAREN L. HOYT
Notary Public - New Hampshire
My Commission Expires September 27, 2022

1.14 State Agency Signature Date: 6/7/18	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: On: Megan A. Yedi - Attorney 6/8/18

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 _____
Date 4/1/11

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 _____
Date 6/1/18

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 _____
Date 6/11/19

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services.

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services; and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Transitional Living Services provide residential substance use disorder treatment services according to an individualized treatment plan designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be delivered by a Licensed Counselor or unlicensed Counselor working under the supervision of a Licensed Supervisor and the remaining hours must be delivered by a Certified Recovery Support Worker (CRSW) working under a Licensed Supervisor or a Licensed Counselor. The maximum length of stay in this service is six (6) months. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist

individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.10 (except for Section 2.3.1.4 Transitional Living) and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; if a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete Individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of



care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care



with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living (See Section 2.3.1.4), that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level

of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,

or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services and Transitional Living.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns

having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission.

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical Incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   4.6. The Contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The Contractor shall post the following documents in a public area:
      4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The Contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The Contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:48.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.
    11.1. A client shall be discharged from a program for the following reasons:
        11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
        11.1.2. Program termination, including:
            11.1.2.1. Administrative discharge;
            11.1.2.2. Non-compliance with the program;
            11.1.2.3. The client left the program before completion against advice of treatment staff; and
        11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
    11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
        11.2.1. The dates of admission and discharge or transfer;
        11.2.2. The client's psychosocial substance abuse history and legal history;
        11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
        11.2.4. The reason for discharge or transfer;
        11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
        11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
        11.2.7. A continuing care plan, including all ASAM domains;
        11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
        11.2.9. The dated signature of the counselor completing the summary.
    11.3. The discharge summary shall be completed:
        11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
        11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
    11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
        11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
        11.4.2. Update the client assessment and treatment plan.
    11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
        11.5.1. The discharge summary;
        11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
        11.5.3. A diagnostic assessment statement and other assessment information, including:
            11.5.3.1. TB test results;
            11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
- 20.2.2. List the clinical or management reasons for termination; and
- 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.

20.3. A Contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
- 20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.

21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
- 21.1.2. The right to privately communicate with others, including:
  - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
  - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
  - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
- 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
- 21.1.4. The right to privacy, including the following:
  - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
  - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
  - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
- 21.1.5. The right to individual choice, including the following:
  - 21.1.5.1. The right to keep and wear their own clothes;
  - 21.1.5.2. The right to space for personal possessions;
  - 21.1.5.3. The right to keep and to read materials of their own choosing;
  - 21.1.5.4. The right to keep and spend their own money; and
  - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 10, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 10 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Transitional Living (See Section 7 below) and

5.7.2. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

6.3.3. The Contractor shall maintain documentation of the following:

6.3.3.1. WITS Client ID #;

6.3.3.2. Date of Service;

6.3.3.3. Description of service;

6.3.3.4. Associated Medicaid Code;

6.3.3.5. Charge for the service;

6.3.3.6. Client cost share for the service; and

6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Transitional Living Services and for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Charging for Clinical Services under Transitional Living

8.1. The Contractor shall charge for clinical services separately from this contract to the client's other third party payers such as Medicaid, NHHPP, Medicare, and private insurance. The Contractor shall not charge the client according to the sliding fee scale.

8.2. Notwithstanding Section 8.1 above, the Contractor may charge in accordance with Sections 5.2.2 and 5.2.3 above for clinical services under this contract only when the client does not have any other payer source other than this contract.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Sliding Fee Scale

10.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

10.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

10.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

11. Submitting Charges for Payment

11.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

11.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

11.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

11.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

11.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

11.1.5. Submit separate batches for each billing month.

11.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

11.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

12. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

13. Funds in this contract may not be used to replace funding for a program already funded from another source.

14. The Contractor will keep detailed records of their activities related to Department funded programs and services.

15. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

16. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

17. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

17.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

17.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

17.2.1. Make cash payments to intended recipients of substance abuse services.

17.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

17.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for

Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

17.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

17.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Transitional Living for room and board only	$75.00	Per day
Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
Recovery Support Services: Group Intensive Case Management	$5.50	15 min

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.
19.6. 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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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:

6/1/12
Date

Name: Nancy Frenc
Title: CEO

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-L)

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:

6/1/12
Date

Name: Nancy Frank
Title: CEO

Contractor Initials

Date 6/1/12

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 (l)(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:

6/1/18
Date

Name: Wayne Frank
Title: CEO

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:

6/1/18
Date

Name: Tony Frank
Title: CEO

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:

6/6/18
Date

Name: Nancy Frank
Title: CEO

HEALTH INSURANCE PORTABILITY 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	North County Health Consortium
The State	Name of the Contractor
Katja S Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Nancy Frank
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/7/18	6/1/18
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:

6/1/18
Date

Name: Nancy Frank
Title: CEO

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: 017711198

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?

   ✓ 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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach; including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,926,000.

3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.

4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/6/19
Date

Katja S. Fox
Director

Phoenix Houses of New England, Inc.

6/4/19
Date

Name: PETER MUHHA
Title: PRESIDENT & CEO

Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on JUNE 4, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Ena E Paradysz
Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ NOTARY
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2021

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/7/2019
Date

Lisa M. English
Name: Lisa M. English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps in services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized

treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client,

including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of

Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and

Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.
3. Non Reimbursement for Services
   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale, not to exceed $4,000 per client per treatment episode.
      3.3.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally-defined monthly cost of living (COL).
         3.3.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.3.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

3.4. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated. The Contractor agrees:

4.1. The fees for services, excluding Clinical Evaluation, are all-inclusive contract rates to deliver the services and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

4.2. To bill for Clinical Evaluation services separately from all other per day units of services.

4.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #3, Section 9, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer, if applicable, and the client then the Contractor shall charge the Department the balance, which is the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client, unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #3, Section 9 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1. See Section 6 below.

5.8. In the event of an overpayment, wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #3, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the

state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. The Contractor shall not bill the Department for Room and Board payments in excess of ***$1,214,000.***

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.3.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

7.2.4. The Contractor shall maintain documentation of the following:

7.2.4.1. WITS Client ID #;

7.2.4.2. Period for which prescription is intended;

7.2.4.3. Name and dosage of the medication;

7.2.4.4. Associated Medicaid Code;

7.2.4.5. Charge for the medication;

7.2.4.6. Client cost share for the service; and

7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

7.3.3. The Contractor shall maintain documentation of the following:

7.3.3.1. WITS Client ID #;

7.3.3.2. Date of Service;

7.3.3.3. Description of service;

7.3.3.4. Associated Medicaid Code;

7.3.3.5. Charge for the service;

7.3.3.6. Client cost share for the service; and.

7.3.3.7. Amount being billed to the Department for the service.

7.3.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month.

7.3.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Low Intensity Residential Services

8.1. The Contractor may charge the client fees for room and board, in addition to:

8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

8.1.2. The charges to the Department

8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

8.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

8.4. The Contractor shall maintain records to account for the client's contribution to room and board.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #3, Section 5, above.

9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

9.3. The Contractor shall not deny a child under the age of 18 services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

10.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

11. Funds in this contract may not be used to replace funding for a program already funded from another source.

12. The Contractor shall keep detailed records of their activities related to Department-funded programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. The Contractor shall submit final invoices to the Department no later than forty-five (45) days after the contract completion date.

15. The Contractor shall ensure any adjustments to a prior invoices are submitted with the original invoice, adjusted invoice and supporting documentation to justify the adjustment.

16. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds

16.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

16.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

16.2.1. Make cash payments to intended recipients of substance abuse services.

16.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

16.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

16.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

16.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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 PHOENIX HOUSES OF NEW ENGLAND, INC. is a Rhode Island Nonprofit Corporation registered to transact business in New Hampshire on June 14, 1972. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **2393**
Certificate Number: **0004524574**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, SHERI L. SWEITZER, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of PHOENIX HOUSES OF NEW ENGLAND, INC.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3/12/19:
(Date)

RESOLVED: That the PRESIDENT & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4TH day of JUNE, 2019.
(Date Contract Signed)

4. PETER MUHHA is the duly elected PRESIDENT
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sheri L. Sweitzer
(Signature of the Elected Officer)

STATE OF ~~NEW HAMPSHIRE~~ RHODE ISLAND

County of PROVIDENCE

The forgoing instrument was acknowledged before me this 4th day of JUNE, 2019,

By SHERI L. SWEITZER, CHAIRPERSON
(Name of Elected Officer of the Agency)

Ena E. Paradysz
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 5/31/21

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2021

Client#: 120948 PHOENHOU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/05/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Celeste Carlson
Starkweather & Shepley PO Box 549 Providence, RI 02901-0549 401 435-3600	PHONE (A/C, No, Ext): 508-347-2616 FAX (A/C, No): 774-487-3157 E-MAIL ADDRESS: ccarlson@starshep.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Ins. Cos.	18058
INSURER B : Beacon Mutual Ins Co	24017
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Phoenix House of New England, Inc.
99 Wayland Avenue, Suite 100
Providence, RI 02906

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X As required by Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		PHPK1963633	03/30/2019	03/30/2020	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		PHPK1963635	03/30/2019	03/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $10000	X		PHUB670450	03/30/2019	03/30/2020	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		85133	03/30/2019	03/30/2020	X PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liab			PHPK1963633			$1MIL/$3MIL	
A	Abuse. Molestatio			PHPK1963633			$1MIL/$3MIL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of New Hampshire is considered an Additional Insured, with regards to General Liability, as required by written contract, agreement or permit.

CERTIFICATE HOLDER

State of New Hampshire DHHS
129 Pleasant Street
Concord, NH 03301-3857

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



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IPCC

Phoenix House
Rising Above Addiction

Mission Statement

We are passionate about healing individuals, families and communities challenged by substance use disorders and related mental health conditions.

Financial Statements and Supplementary
Information Together With
Report of Independent Certified Public Accountants

PHOENIX HOUSES OF NEW ENGLAND, INC.

June 30, 2018 and 2017

PHOENIX HOUSES OF NEW ENGLAND, INC.

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Grant Thornton

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Directors of
Phoenix Houses of New England, Inc.:

We have audited the accompanying financial statements of Phoenix Houses of New England, Inc. ("PH New England"), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of operations and changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform our audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to PH New England's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of PH New England's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Grant Thornton

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of PH New England as of June 30, 2018 and 2017, and the results of its operations and changes in net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As further detailed in Note 1 to the accompanying financial statements, PH New England has recurring operating losses. Management's evaluation of the events and conditions and management's plans to mitigate these matters are also described in Note 1. Our opinion is not modified with respect to this matter.

Supplementary Information

Our audits were conducted for the purposes of forming an opinion on the financial statements of PH New England as of and for the years ended June 30, 2018 and 2017, taken as a whole. The supplementary information included on pages 18 and 19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Grant Thornton LLP

New York, New York
May 3, 2019

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Financial Position
As of June 30, 2018 and 2017

	2018	2017
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 856,310	$ 140,047
Due from government agencies, net of allowance of approximately $1,323,000 and $590,000 in 2018 and 2017, respectively	1,540,081	2,074,277
Other receivables, net of allowance of approximately $307,000 and $1,207,000 in 2018 and 2017, respectively	368,659	1,602,515
Contributions receivable (Note 4)	9,128	47,178
Prepaid expenses and other assets	152,651	101,549
Current portion of note receivable (Note 5)	5,000	5,000
Total current assets	2,931,829	3,970,566
Notes receivable, net of current portion (Note 5)	145,000	150,000
Property and equipment, net (Note 6)	3,087,749	5,304,974
Total assets	$ 6,164,578	$ 9,425,540
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 841,758	$ 1,185,451
Due to government agencies	7,275	49,070
Current portion of long-term debt (Note 7)	80,564	145,509
Total current liabilities	929,597	1,380,030
Due to Parent (Note 3)	5,353,377	3,228,278
Long-term debt, net of current portion (Note 7)	-	528,910
Total liabilities	6,282,974	5,137,218
Commitments and contingencies (Note 12)		
NET ASSETS		
Unrestricted	(294,946)	4,096,483
Temporarily restricted (Note 9)	176,550	191,839
Total net assets	(118,396)	4,288,322
Total liabilities and net assets	$ 6,164,578	$ 9,425,540

The accompanying notes are an integral part of these financial statements.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2018

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	$ 8,898,800	$ -	$ 8,898,800
Client and third-party revenue (Note 8)	8,791,429	-	8,791,429
Donated goods and services	204,557	-	204,557
Grants and contributions	51,472	87,728	139,200
Special event revenue, net of costs of direct benefits to donors of approximately $1,314	1,575	-	1,575
Other revenue	11,636	-	11,636
Net assets released from restrictions	21,495	(21,495)	-
Total operating revenues and support	17,980,964	66,233	18,047,197
EXPENSES (Note 11)			
Salaries	9,755,087	-	9,755,087
Employee benefits and payroll taxes	2,373,039	-	2,373,039
Consulting and contractual services	1,917,450	-	1,917,450
Resident sustenance	1,071,566	-	1,071,566
Occupancy costs	1,792,769	-	1,792,769
Vehicle costs	158,353	-	158,353
Communications	509,086	-	509,086
Office and program supplies	732,660	-	732,660
Insurance	452,922	-	452,922
Travel	176,895	-	176,895
Interest	17,891	-	17,891
Miscellaneous	117,029	-	117,029
Repairs and maintenance	484,973	-	484,973
Depreciation and amortization	471,554	-	471,554
Administrative charges from Parent	1,710,895	-	1,710,895
Total operating expenses	21,742,169	-	21,742,169
(Loss) income from operations	(3,761,205)	66,233	(3,694,972)
OTHER ITEMS			
Depreciation on capital assets funded by government grants	(22,669)	-	(22,669)
Loss on disposal of property and equipment	(699,133)	-	(699,133)
	(721,802)	-	(721,802)
(Deficiency in) excess of revenues and support over expenses and other items	(4,483,007)	66,233	(4,416,774)
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	10,056	10,056
Net assets released for capital initiatives	91,578	(91,578)	-
Changes in net assets	(4,391,429)	(15,289)	(4,406,718)
Net assets, beginning of year	4,096,483	191,839	4,288,322
Net assets, end of year	$ (294,946)	$ 176,550	$ (118,396)

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statement of Operations and Changes in Net Assets
For the year ended June 30, 2017

	Unrestricted	Temporarily Restricted	Total
OPERATING REVENUES AND SUPPORT			
Government contract revenue	$ 10,165,299	$ -	$ 10,165,299
Client and third-party revenue (Note 8)	13,982,349	-	13,982,349
Donated goods and services	205,551	-	205,551
Grants and contributions	62,978	24,219	87,197
Special event revenue, net of costs of direct benefits to donors of approximately $23,000	124,160	-	124,160
Other revenue	52,195	-	52,195
Net assets released from restrictions	19,947	(19,947)	-
Total operating revenues and support	24,612,479	4,272	24,616,751
EXPENSES (Note 11)			
Salaries	11,155,898	-	11,155,898
Employee benefits and payroll taxes	2,400,580	-	2,400,580
Consulting and contractual services	2,790,225	-	2,790,225
Resident sustenance	1,379,893	-	1,379,893
Occupancy costs	2,167,136	-	2,167,136
Vehicle costs	189,687	-	189,687
Communications	537,057	-	537,057
Office and program supplies	849,852	-	849,852
Insurance	497,807	-	497,807
Travel	241,836	-	241,836
Interest	42,557	-	42,557
Miscellaneous	235,961	-	235,961
Repairs and maintenance	549,075	-	549,075
Depreciation and amortization	578,932	-	578,932
Administrative charges from Parent	1,117,000	-	1,117,000
Total operating expenses	24,733,496	-	24,733,496
(Loss) income from operations	(121,017)	4,272	(116,745)
OTHER ITEM			
Depreciation on capital assets funded by government grants	(32,372)	-	(32,372)
(Deficiency in) excess of revenues and support over expenses and other items	(153,389)	4,272	(149,117)
OTHER CHANGES IN NET ASSETS			
Contributions restricted for capital initiatives	-	76,720	76,720
Net assets released for capital initiatives	11,676	(11,676)	-
Changes in net assets	(141,713)	69,316	(72,397)
Net assets, beginning of year	4,238,196	122,523	4,360,719
Net assets, end of year	$ 4,096,483	$ 191,839	$ 4,288,322

The accompanying notes are an integral part of this financial statement.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Statements of Cash Flows
For the years ended June 30, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ (4,406,718)	$ (72,397)
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Provision for doubtful accounts	1,533,144	(513,552)
Depreciation and amortization	494,223	611,304
Forgiveness of notes receivable	-	5,000
Contributions restricted for capital expenditures	(10,056)	(76,720)
Loss on disposal of property and equipment	699,133	-
Changes in operating assets and liabilities:		
Due from government agencies	(209,206)	843,326
Other receivables	444,116	215,659
Contributions receivable	38,050	(23,753)
Prepaid expenses and other assets	(46,102)	182,229
Accounts payable and accrued expenses	(343,695)	(188,317)
Due to government agencies	(41,795)	4,315
Due to Parent	2,125,099	(405,104)
Net cash provided by operating activities	276,193	581,990
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property and equipment	1,236,750	-
Purchases of property and equipment	(212,881)	(363,600)
Net cash provided by (used in) financing activities	1,023,869	(363,600)
CASH FLOWS FROM FINANCING ACTIVITIES		
Contributions restricted for capital expenditures	10,056	76,720
Principal payments on long-term debt	(593,855)	(204,285)
Net cash used in financing activities	(583,799)	(127,565)
Net increase in cash and cash equivalents	716,263	90,825
Cash and cash equivalents, beginning of year	140,047	49,222
Cash and cash equivalents, end of year	$ 856,310	$ 140,047
Supplemental disclosure of cash flow information:		
Interest paid	$ 17,890	$ 42,557

The accompanying notes are an integral part of these financial statements.

1. ORGANIZATION

Phoenix Houses of New England, Inc. ("PH New England") is a Section 501(c)(3) not-for-profit organization, exempt from federal income taxes under Section 501(a) of the Internal Revenue Code (the "Code"). PH New England is also exempt from state and local taxes under similar provisions. PH New England was established in order to operate therapeutic treatment centers for the rehabilitation of drug and substance abusers throughout New England.

Through June 30, 2016, Phoenix House Foundation, Inc. was the sole member of PH New England and the following affiliated organizations: Phoenix Houses of New York, Inc. and Affiliates (which consists of Phoenix Houses of New York, Inc. and Phoenix Houses of Long Island, Inc.); Phoenix Houses of California, Inc. and Affiliates (which consists of Phoenix Houses of California, Inc.; Phoenix Houses of Los Angeles, Inc.; Phoenix House Orange County, Inc.; and Phoenix House San Diego, Inc.); Phoenix Houses of the Mid-Atlantic, Inc. and Affiliate (which consists of Phoenix Houses of the Mid-Atlantic, Inc. and Phoenix Houses of Mid-Atlantic Property Management, Inc.); Phoenix Programs of Florida, Inc.; Phoenix Houses of Texas, Inc.; American Council for Drug Education, Inc.; Center on Addiction and the Family, Inc.; and Phoenix Houses of New Jersey, Inc.

On April 11, 2016, a new corporation, named "Phoenix House," was incorporated in the State of Minnesota. Phoenix House is a nonprofit corporation which, effective September 29, 2017, was granted recognition of its federal tax exempt status as an organization described in Internal Revenue Code § 501(c)(3).

As of July 1, 2016, Phoenix House (the "Parent") became the sole corporate member of the following affiliated organizations: Phoenix House Foundation, Inc., Phoenix Houses of California, Inc., Phoenix Houses of New York, Inc., Phoenix Houses of New England, Inc., Phoenix Houses of Texas, Inc., Phoenix Programs of Florida, Inc., and Phoenix Houses of the Mid-Atlantic, Inc. Phoenix House Foundation, Inc. remains the sole corporate member of the American Council for Drug Education, Inc., Center on Addiction and the Family, Inc., and Phoenix Houses of New Jersey, Inc.

The accompanying 2018 and 2017 financial statements reflect losses from operations totaling $3,694,972 and $116,745, respectively. In order to address the operating deficits and ensure the long-term viability of PH New England's program services, management and the Board are evaluating the discontinuation of unprofitable programs and will restructure the remaining programs in order to improve operating margins. Further, subsequent to year-end, the Parent began to undertake a restructuring plan for the Phoenix House organization as a whole. The thrust of the restructuring plan is to right-size the infrastructure and adjust the revenue mix with the principal goal of improving cash flows and ensuring the sustainability of the regional affiliates. During March 2019, the Board of the Parent voted to dissolve the sole corporate member (the Phoenix House parent entity, incorporated in Minnesota). The effect of this dissolution will cause PH New England to become a stand-alone entity, with a self-governing operating board. All amounts owed to Phoenix House Foundation, Inc. ("PH Foundation") by PH New England, as of the dissolution date, have been forgiven. Additionally, during fiscal 2019, PH Foundation made a non-reciprocal transfer of $2 million in cash to PH New England to provide additional liquidity for operations, and PH Foundation will license the "Phoenix House" name and intellectual property to PH New England, at no cost.

Following the effectuation of the dissolution of the sole corporate member, PH Foundation will have no further obligation to support the operations of PH New England.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements have been prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("US GAAP"). Accordingly, the net assets of PH New England and changes therein are classified and reported based upon the existence or absence of donor-imposed restrictions as follows:

- Unrestricted net assets represent expendable resources that are used to carry out PH New England's operations and are not subject to donor-imposed stipulations.
- Temporarily restricted net assets represent resources that contain donor-imposed restrictions that permit PH New England to use or expend such resources only as or when specified. Restrictions are satisfied either by the passage of time or by actions of PH New England.
- Permanently restricted net assets contain donor-imposed restrictions that stipulate that such resources be maintained permanently. PH New England had no permanently restricted net assets at June 30, 2018 and 2017.

Cash and Cash Equivalents

PH New England considers all highly liquid financial instruments, which principally consist of money market funds, with original maturities of three months or less from the date of purchase to be cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The allowance for doubtful accounts on receivables, the useful lives assigned to fixed assets and the fair value of donated goods and services represent significant accounting estimates reflected in the accompanying financial statements. Actual results could differ from those estimates.

Donated Goods and Services

Donated goods are recorded as revenues and assets (at fair value when received) and expenses (when used) on the statement of operations and changes in net assets. Food stamps are recorded at face amount, which is the same as fair value, as revenues and assets and are charged to resident sustenance when expended. Donated goods received during the years ended June 30, 2018 and 2017 totaled approximately $145,000 and $189,000, respectively.

PH New England receives contributed legal services that meet the criteria established by US GAAP for recognition as contributions. Such services are recorded as part of donated goods and services on the statement of operations and changes in net assets at fair value. Donated services received during the years ended June 30, 2018 and 2017 approximated $59,000 and $17,000, respectively.

Property and Equipment

Property and equipment are stated at cost, if purchased, or if donated, at fair value at the date of gift, less accumulated depreciation and amortization. PH New England capitalizes assets acquired for greater than $1,000 and with useful lives greater than three years. Depreciation is computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings and improvements	4 - 40 years
Furniture, fixtures and equipment	3 - 7 years
Computer equipment and vehicles	3 - 5 years

Furniture, fixtures and equipment acquired under capital lease arrangements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Statement of Operations and Changes in Net Assets

PH New England's operating income includes all unrestricted revenues and expenses. Other items include depreciation on capital assets funded with government grants and losses on disposals of property and equipment. The statement of operations and changes in net assets also includes the caption "(deficiency in) excess of revenues and support over expenses and other items," which is the performance indicator. Other changes in net assets, which are excluded from the performance indicator, consistent with industry practice, include capital contributions (including assets acquired using contributions which by donor restriction are to be used for the purposes of acquiring such assets).

Revenue and Support

Contributions (including unconditional promises to give) are recorded at fair value when received. Revenues relative to special events are recognized upon occurrence of the respective event. Contributions received with donor stipulations that limit the use of the donated assets are reported as either temporarily or permanently restricted support. Unconditional promises to give, with payments due in future years, are reported as either temporarily restricted or permanently restricted support and discounted to present value. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is fulfilled, temporarily restricted net assets are reclassified to unrestricted net assets and reported on the statement of operations and changes in net assets as net assets released from restrictions. Contributions restricted by donors for the acquisition of property and equipment are released from their restrictions when the respective assets are acquired or constructed and placed into service. Such contributions and related releases are reported below the performance indicator. There were contributions of approximately $10,000 and $77,000 restricted by donors for the acquisition of property and equipment received during the years ended June 30, 2018 and 2017, respectively.

Special Events Revenue

Special events revenue consists of proceeds from fundraising events, reported net of direct donor benefits, if any. Revenue and related expenses are recognized upon occurrence of the respective event to which they pertain. For the years ended June 30, 2018 and 2017, direct benefits to donors totaled approximately $1,300 and $23,000, respectively.

Government Contract Revenue

PH New England's contracts and other program funding arrangements with government agencies are classified as part of operating activities within the unrestricted net asset category and revenue is recognized when earned. PH New England operates under various contracts with government agencies which generally cover a one-year period, subject to annual renewal. The terms of these contracts allow the grantors the right to audit the costs incurred thereunder and adjust contract funding based upon, among other things, the amount of program income received. Any costs disallowed by the grantor would be absorbed by PH New England and any adjustments by grantors would be recorded when amounts are known; however, it is the opinion of management that disallowances, if any, would not be material to the accompanying financial statements.

Client and Third-Party Revenue

Inpatient and outpatient services rendered to Medicaid program beneficiaries are reimbursed based on pre-determined rates. Medicaid and managed Medicaid approximated 81% and 73% of total client and third-party revenue for the years ended June 30, 2018 and 2017, respectively. Contracts have been entered into with commercial insurance carriers and reimbursement is based on contracted rates.

Laws and regulations governing healthcare programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near-term. Noncompliance with such laws and regulations could result in fines, penalties, and exclusion from such programs. The federal government and many states have aggressively increased enforcement under Medicaid antifraud and abuse legislation. PH New England believes that it is in compliance, in all material respects, with all applicable laws and regulations and, is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. While no such regulatory inquires have been made, compliance with such laws and regulations can be subject to future government review and interpretation.

Noncompliance with such laws and regulations could result in repayments of amounts improperly reimbursed, substantial monetary fines, civil and criminal penalties and exclusion from the Medicaid program.

Concentration of Credit Risk

Financial instruments that potentially subject PH New England to concentrations of credit risk consist principally of cash and cash equivalents. PH New England maintains its cash and cash equivalents in various bank deposit accounts that, at times, may exceed federally insured limits. PH New England's cash and cash equivalents have been placed with high credit quality financial institutions at June 30, 2018 and 2017, and PH New England believes the risk of nonperformance by these financial institutions to be remote.

PH New England provides drug and alcohol rehabilitation services through its inpatient and outpatient care facilities. PH New England grants credit without collateral to clients, however, it routinely obtains assignment of (or is otherwise entitled to receive) clients' benefits payable under their respective health insurance programs, plans, or policies (e.g., Medicaid and commercial insurance providers).

Amounts due from government agencies and other receivables by financial class as a percentage of total accounts receivable at June 30, 2018 and 2017, are as follows:

	2018	2017
Medicaid/Managed Medicaid	35 %	27 %
Commercial insurance	16	43
Other third-party payors	49	30
	100 %	100 %

Income Taxes

PH New England follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

PH New England is exempt from federal income tax under IRC Section 501(c)(3), though it is subject to tax on income unrelated to its exempt purpose, unless that income is otherwise excluded by the Code. PH New England has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and to identify and evaluate other matters that may be considered tax positions. PH New England has determined that there are no material uncertain tax positions that require recognition or disclosure in the accompanying financial statements.

Subsequent Events

PH New England evaluated its subsequent events through May 3, 2019, the date these financial statements were available to be issued, and determined that there are no matters to report, other than the matters described in Notes 1 and 3.

3. RELATED PARTY TRANSACTIONS

PH New England is charged for administrative services provided by its Parent based upon a cost allocation plan. The administrative expenses charged by the Parent approximate the federally approved indirect cost rate for the Parent and its affiliates on a consolidated basis, adjusted to reflect PH New England's own administrative expenses. For the years ended June 30, 2018 and 2017, such allocated charges totaled approximately $1,711,000 and $1,117,000, respectively, and are included as part of administrative charges from Parent on the accompanying statements of operations and changes in net assets.

The Parent has adopted a cash management strategy with the principal goal of pooling its cash balances with those of its affiliates to maximize returns and reduce short-term borrowings and to pay for certain costs on behalf of the respective affiliates on a reimbursable basis. As a result of this strategy, certain affiliates participating in the cash management program will have corresponding amounts due to (from) the Parent as

of the reporting date. Amounts reflected as due to Parent on the accompanying statements of financial position of approximately $5,353,000 and $3,228,000 as of June 30, 2018 and 2017, respectively, relate to costs incurred by PH New England, but paid for by the Parent. Subsequent to June 30, 2018, the Parent forgave all amounts due from PH New England, as more fully described in Note 1.

4. CONTRIBUTIONS RECEIVABLE

At June 30, 2018 and 2017, contributions receivable consist of unconditional promises to give of approximately $9,000 and $47,000, respectively, which are expected to be collected within one year.

Multi-year pledges received are recorded at the present value of their expected future cash flows using a credit adjusted discount rate which articulates with the collection period of the respective pledge. Discount rates assigned to multi-year pledges in the year of origination are not subsequently revised.

5. NOTES RECEIVABLE

During May 2012, PH New England entered into a lease, with no stated rental payments due, and a promissory agreement with Central Vermont Community Land Trust ("CVCLT"), a non-profit corporation existing under the laws of the State of Vermont. In conjunction with a new program, PH New England agreed to lease a facility from CVCLT for twenty years. As part of the lease agreement, PH New England entered into a non-interest bearing note of $100,000 payable by CVCLT and secured by a mortgage of and security interest in the property in Barre, Vermont. The principal of this note does not bear interest nor will any principal be due at any time during which the lease between PH New England and CVCLT is in effect and for a period beginning on the date of termination of the lease and ending on the last day of the twelfth calendar month after such date. The principal due shall be reduced by $5,000 each year for the initial twenty year term of the lease, beginning with the commencement of the new program, beginning July 1, 2013. In the event the lease is in effect throughout the entire initial 20 year term, the note shall be deemed paid in full upon the conclusion of such term. In the event the lease terminates prior to the conclusion of the initial lease term, then the remaining principal shall be due and payable on the last day of the twelfth full calendar month following termination of the lease. Interest shall begin to accrue on such remaining principal balance beginning on the first day of the first month following the due date at a rate equal to the U.S. Department of the Treasury One Year Treasury Bill Rate in effect on the due date. At June 30, 2018 and 2017, the balance of this note receivable was $75,000 and $80,000, respectively. Use of this facility is received free of charge, however, is cancellable by any party to the lease agreement. Given the immaterial amount of the free rent received, the fair value for the right to use this space has not been quantified and recognized in the accompanying financial statements.

During July 2010, PH New England entered into a lease and promissory agreement with Burlington Housing Authority ("BHA"), a housing authority existing under the laws of the State of Vermont and the City of Burlington. In conjunction with a new program, PH New England agreed to lease a facility from BHA for twenty-five years. As part of the lease agreement, PH New England entered into a non-interest bearing note of $75,000 due and payable by BHA on the last day of the twelfth full calendar month immediately following the termination of the lease. Interest accrues on the principal balance of this note, beginning on the first day of the first month following the due date, at a rate equal to the One Year Treasury Bill rate in effect on that date. At June 30, 2018 and 2017, the balance of this note receivable was $75,000. Total rent expense associated with the lease for this space totaled approximately $50,000 for each of the years ended June 30, 2018 and 2017.

6. PROPERTY AND EQUIPMENT, NET

At June 30, 2018 and 2017, property and equipment, net, consists approximately of the following:

	2018	2017
Land	$ 77,000	$ 77,000
Buildings and improvements	8,520,000	11,505,000
Furniture, fixtures and equipment	1,186,000	1,522,000
Computer equipment	784,000	846,000
Vehicles	45,000	45,000
Construction in progress	60,000	-
	10,672,000	13,995,000
Less: Accumulated depreciation and amortization	(7,584,000)	(8,690,000)
	$ 3,088,000	$ 5,305,000

During fiscal 2018, PH New England sold its Ottmar property for $676,000 and terminated its lease of the Quincy property, which entailed the landlord paying PH New England $390,000 for the abandoned furniture, equipment and improvements made to the space. In connection with these sales and disposals, a net loss of approximately $699,000 was recognized and is reflected as loss on disposal of property and equipment on the accompanying 2018 statement of operations and changes in net assets.

7. LONG-TERM DEBT

At June 30, 2018 and 2017, long-term debt consists of the following:

- On May 1, 2007, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $146,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate resets in the fifth year of the loan at a rate equal to the then 5-Year Treasury Constant Maturity rate plus an additional one hundred and seventy-five basis points (175) which resulted in a rate of 2.59% effective June 2012 through the term of the loan agreement in April 2017. The proceeds of the loan were used to purchase and renovate a building in Springfield, MA. Amounts due under the mortgage were secured by the property purchased. During the year ended June 30, 2017, the balance of this loan was repaid, in accordance with the terms of the loan agreement.

- On July 18, 2008, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $200,000 due in 120 monthly installments with a final balloon payment, including interest amortized over fifteen years at a rate of 6.46%, due in July 2018. On November 25, 2014, a modification was made to the loan agreement changing the interest rate to 3.99% effective November 19, 2014 and remaining fixed at that rate though the maturity date. All other terms and conditions of the Note remain the same. The proceeds of the loan were used to purchase and renovate a building in Holyoke, MA. Amounts due under the mortgage are secured by property in Springfield,

MA. At June 30, 2018 and 2017, the balance of this mortgage payable was approximately $81,000 and $98,000, respectively.

- On October 1, 2014, PH New England entered into a loan agreement with Old Colony Realty, LLC in the amount of $400,000 due in 48 monthly installments. The interest rate is fixed at 9.242%. The proceeds of the loan were used to renovate a building in Quincy, MA. In December 2017, the Quincy location was closed and the remaining loan balance of approximately $105,000 was repaid in January 2018. At June 30, 2017, the balance of this mortgage payable was approximately $150,000.

- On November 25, 2014, PH New England entered into a loan agreement with Citizens Bank of Rhode Island in the amount of $468,000 due in 120 monthly installments with a final balloon payment at the end of the term. The interest rate for years 1-5 is fixed at 3.99%. The interest rate resets in the sixth year of the loan at the Bank's Five Year Cost of Funds plus an additional two hundred and ten basis points (210) effective November 2019 through the term of the loan agreement in April 2024. The proceeds of the loan were used to renovate a building in Quincy, MA. Amounts due under the mortgage are secured by property in Providence, RI. In December 2017, the Quincy location was closed and the remaining loan balance of approximately $418,000 was repaid in January 2018. At June 30, 2017, the balance of this mortgage payable was approximately $426,000.

Approximate remaining principal payments due on current debt obligations total approximately $81,000; all of which are due to be paid during the year ended June 30, 2019.

8. CLIENT AND THIRD-PARTY REVENUE

For the years ended June 30, 2018 and 2017, client and third-party revenue consists approximately of the following:

	2018	2017
Healthcare services	$ 7,117,000	$ 10,202,000
Food stamps	69,000	59,000
Private insurance and client payments	1,415,000	3,423,000
Client fees	190,000	298,000
	$ 8,791,000	$ 13,982,000

9. TEMPORARILY RESTRICTED NET ASSETS

At June 30, 2018 and 2017, temporarily restricted net assets are available for the following purposes:

	2018	2017
Capital initiatives	$ 28,000	$ 70,000
Program initiatives	149,000	122,000
	$ 177,000	$ 192,000

For the years ended June 30, 2018 and 2017, net assets totaling approximately $113,000 and $32,000, respectively, were released in satisfaction of donor-imposed restrictions for program and capital initiatives.

10. RETIREMENT PLANS

PH New England has a tax-deferred annuity plan, which is sponsored by the Parent, for all eligible employees under Section 403(b) of the Code. PH New England makes a 3.5% non-elective Safe Harbor contribution to the plan and annual 50% matching contributions of up to 5% of each active participant's compensation, based on years of service, as defined in the plan agreement. Total contributions to this plan by PH New England for fiscal 2018 and 2017, totaled approximately $295,000 and $218,000, respectively, and are recorded as part of employee benefits and payroll taxes on the accompanying statements of operations and changes in net assets.

PH New England has a 457(b) deferred compensation plan, which is administered by the Parent, to provide certain employees of PH New England with the benefit of additional tax-deferred retirement savings opportunities. The annual 457(b) deferral limitation for 2018 and 2017 was $18,500 and 18,000 per year, respectively. This plan is entirely funded by employee salary deferrals. Plan assets and liabilities pertaining to the 457(b) plan, which are immaterial to the accompanying financial statements, have not been recognized.

11. FUNCTIONAL EXPENSES

PH New England provides drug and alcohol rehabilitative healthcare services to clients and related support activities as further described in Notes 1 and 2. Expenses related to providing these services, included in the accompanying statements of operations and changes in net assets for the years ended June 30, 2018 and 2017, are approximately as follows:

	2018	2017
Residential treatment services	$ 11,061,000	$ 12,468,000
Ambulatory treatment services	1,201,000	2,071,000
Healthcare services	4,892,000	6,314,000
Administration and general	4,493,000	3,750,000
Fundraising	95,000	130,000
Total expenses	$ 21,742,000	$ 24,733,000

Residential treatment services are costs associated with providing residential care and treatment to clients. Ambulatory treatment services are costs associated with providing treatment on an outpatient basis to clients. Healthcare services are costs associated with providing primary medical and dental treatment to clients.

Supporting services represent costs for administration and general support activities not directly related to providing rehabilitation services. Fundraising includes the salaries and related expenses of employees involved in fundraising activities.

12. COMMITMENTS AND CONTINGENCIES

Lease Commitments

PH New England leases facilities, vehicles and other equipment under various non-cancelable operating leases expiring at various dates through fiscal 2024. Total expense under these leases was approximately $955,000 and $1,223,000 for the years ended June 30, 2018 and 2017, respectively.

Future minimum rental payments due are approximately as follows for the years ending June 30:

2019	$ 655,000
2020	447,000
2021	377,000
2022	253,000
2023	124,000
2024	127,000
	$ 1,983,000

In addition, PH New England rents certain facilities under operating leases on a month-to-month basis. Rent expense relating to these month-to-month leases totaled approximately $190,000 and $210,000 for the years ended June 30, 2018 and 2017, respectively.

Litigation

PH New England is contingently liable under various claims which have arisen in the ordinary course of its operations. In the opinion of management, the claims will be defended as appropriate and, in certain cases, are adequately covered by insurance. PH New England believes that the resolution of these matters will not have a material effect on its financial position, changes in net assets or cash flows.

SUPPLEMENTARY INFORMATION

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplementary Information - Schedule of Functional Expenses
For the year ended June 30, 2018

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	$ 5,221,347	$ 808,463	$ 2,401,251	$ 8,431,061	$ 1,274,861	$ 49,165	$ 1,324,026	$ 9,755,087
Employee benefits and payroll taxes	1,276,385	218,928	593,343	2,088,656	272,240	12,143	284,383	2,373,039
Consulting and contractual services	676,109	18,483	569,012	1,263,604	653,846	-	653,846	1,917,450
Resident sustenance	776,891	-	294,675	1,071,566	-	-	-	1,071,566
Occupancy costs	1,198,495	55,075	285,727	1,539,297	237,800	15,672	253,472	1,792,769
Vehicle costs	104,365	830	21,543	126,738	31,615	-	31,615	158,353
Communications	336,237	15,116	100,883	452,236	54,201	2,649	56,850	509,086
Office and program supplies	443,572	11,778	226,980	682,330	39,827	10,503	50,330	732,660
Insurance	272,118	35,715	77,418	385,251	66,264	1,407	67,671	452,922
Travel	58,828	18,188	55,717	132,733	42,323	1,839	44,162	176,895
Interest	10,722	-	7,083	17,805	86	-	86	17,891
Miscellaneous	65,584	6,021	23,289	94,894	21,693	442	22,135	117,029
Repairs and maintenance	308,799	8,323	137,845	454,967	29,171	835	30,006	484,973
Depreciation and amortization	311,254	4,753	97,040	413,047	58,138	369	58,507	471,554
Administrative charges from Parent	-	-	-	-	1,710,895	-	1,710,895	1,710,895
Total expenses reported by function	$ 11,060,706	$ 1,201,673	$ 4,891,806	$ 17,154,185	$ 4,492,960	$ 95,024	$ 4,587,984	$ 21,742,169

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

PHOENIX HOUSES OF NEW ENGLAND, INC.
Supplementary Information - Schedule of Functional Expenses
For the year ended June 30, 2017

	Program Services				Supporting Services			
	Residential Treatment Services	Ambulatory Treatment Services	Healthcare Services	Total	Administration and General	Fund-raising	Total	Total
Salaries	$ 5,392,996	$ 1,359,254	$ 2,861,219	$ 9,613,469	$ 1,469,455	$ 72,974	$ 1,542,429	$ 11,155,898
Employee benefits and payroll taxes	1,226,379	330,011	648,564	2,204,954	179,600	16,026	195,626	2,400,580
Consulting and contractual services	1,320,601	117,541	1,127,747	2,565,889	224,336	-	224,336	2,790,225
Resident sustenance	962,682	27	417,184	1,379,893	-	-	-	1,379,893
Occupancy costs	1,380,771	88,536	400,392	1,869,699	283,006	14,431	297,437	2,167,136
Vehicle costs	105,325	7,031	22,689	135,045	54,642	-	54,642	189,687
Communications	337,071	25,763	102,198	465,032	66,489	5,536	72,025	537,057
Office and program supplies	477,084	23,029	279,625	779,738	54,747	15,367	70,114	849,852
Insurance	282,480	50,472	84,400	417,352	79,060	1,395	80,455	497,807
Travel	90,044	38,512	49,634	178,190	61,620	2,026	63,646	241,836
Interest	24,252	-	18,305	42,557	-	-	-	42,557
Miscellaneous	101,299	8,735	45,325	155,359	79,020	1,582	80,602	235,961
Repairs and maintenance	359,235	14,389	126,233	499,857	48,502	716	49,218	549,075
Depreciation and amortization	407,532	7,941	130,439	545,912	32,651	369	33,020	578,932
Administrative charges from Parent	-	-	-	-	1,117,000	-	1,117,000	1,117,000
Total expenses reported by function	$ 12,467,751	$ 2,071,241	$ 6,313,954	$ 20,852,946	$ 3,750,128	$ 130,422	$ 3,880,550	$ 24,733,496

This schedule should be read in conjunction with the accompanying report of independent certified public accountants on supplementary information and financial statements and notes thereto.

PHOENIX HOUSES OF NEW ENGLAND
Board of Directors
July 1, 2018 - June 30, 2019

CHAIR
SHERI L. SWEITZER
[redacted]

RICHARD K. BACIK
Consultant
[redacted]

SEAN T. COTTRELL
Vice President
Starkweather & Shepley Insurance Brokerage, Inc.
[redacted]

SUSAN DEVLIN
Owner
Nurture Salon and Spa
[redacted]

BRENDAN DOHERTY
Director, Special Investigations Unit
Blue Cross Blue Shield Rhode Island
[redacted]

WILLIAM T. FISHER, JR., Ed.D., M.E.D, M.S.W.
Assistant Dean for Field Education & Professor
Springfield College School of Social Work
[redacted]

THE HONORABLE MAUREEN MCKENNA GOLDBERG
Senior Associate Justice
Rhode Island Supreme Court
[redacted]

NATALIE LESIEUR-MOLAK
[redacted]

RANDY R. MARTINEZ
Director, Diversity Strategy & Management
CVS Health
[redacted]

DONALD P. WOLFE
[redacted]

PETE MUMMA , MS

[redacted]

BEHAVIORAL HEALTHCARE EXECUTIVE

Transformative strategic healthcare executive offering visionary leadership in current and post-contemporary Behavioral Health, integrated care, population health and wellness, clinical and administrative optimization, quality enhancement, and service excellence. Excels at strategic innovation, aligning resources, and advancing stakeholder interests. Thrives in complex situations and deploys business savvy and clinical alignment to achieve goals. Respected for behavioral health expertise and evidence-based, outcome-focused deliverables. Strength in statistical analysis, inter-disciplinary team building, clinical best practices, and budget cycle optimization. Proven experience in integrated care, global budget, population health and wellness, tele-medicine (tele-psychiatry) & overall cost of care reduction.

VALUE OFFERED

- D Integrated care design & implementation
- D Strategic planning & Global Budget
- D Population health and wellness focused
- D Quality & performance enhancement
- D Clinically aligned throughput focus
- D Program transformation & administration
- D Experience working with legislators
- D Multi-site strategic & operational oversight
- D Policy development & implementation
- D Financial Accountability / P&L
- D Evidence-based decision making
- D Multiple-stakeholder solution focus
- D Complex statistical trend analysis
- D Payer and contract negotiations

INNOVATIONS AND ACCOMPLISHMENTS

Phoenix Houses of New England — September 2017 – present
Providence, RI
Senior Vice President, New England Regional Executive

LifeBridge Health, Baltimore, MD — 2014-2017
lifeBridge Health, a "Fortune top 100 Companies to Work For", is a "US News" top rated, Magnet Hospital System headquartered in Baltimore MD with services provided throughout the region across the continuum of care with a primary service market of over 1M attributed lives. LifeBridge Health consists of 4 Hospitals: Sinai Hospital of Baltimore, Northwest Hospital, Carroll Hospital Center, Levindale Hebrew Geriatric Center and Hospital, includes 100+ ambulatory sites, 30+ Urgent Care Centers in 3 states, LifeBridge Health & Fitness, and other ancillary businesses.

System Director, Psychiatry and Behavioral Health, LifeBridge Health
Strategic, financial, clinical, operational and executive responsibility for care and outcomes within the full continuum of services of Psychiatric, Behavioral Health, and Addiction Medicine for the communities served by the LifeBridge Health system.

Design, Develop, and Deliver effective outcome-focused care within a state-wide, operationalized post-payer-reform model, HSCRC rate regulated and global revenue capitation environment. Accountable care design and delivery. Integrated care design and delivery. Serve on state and regional committees to proactively drive post-modern reform in the Behavioral Health Space:

Maryland Hospital Association - Behavioral Health Executive Task Force
Maryland Hospital Services Cost Review Commission (HSCRC) - Behavioral Health Subcommittee
Advanced Health Collaborative - Behavioral Health Executive Task Force

Behavioral Health Executive Consultant 2013 – present
National executive consultant focused on Behavioral Health, Psychiatry and Substance Abuse. Emphasis on helping systems and entities implement new solutions to integrated care, population health and population wellness, cost reduction, cost avoidance, and clinical enhancements. Clients have included major Insurance companies, tertiary care healthcare systems, pharma and device manufacturing companies, marketing executives, executive directors and boards of directors, private practices, and integrated care sites. Invited lecturer on New Directions in Behavioral Health at a professional conference on integration of services and treatment resistant depression.

Lancaster General Health.Lancaster, PA 2009 - 2014
54 outpatient sites, 640-bed, 3rc1-time Magnet Hospital, Thomson Reuters' Top 100 Hospital, America's Best Hospitals - Top 50, US News & World Report.

Administrative Director, Behavioral Health Service Line
Directed the planning, development and implementation of Behavioral Health Services & the Department of Psychiatry, Including Inpatient, Outpatient, Consult / Liaison Service, Psych Emergency Services, Integrated Behavioral Health (counseling and prescriptive services), various professional services contracts with other entities, within a city of 500K residents and a service area of 1.3M.

D Enhanced departmental net revenue by $1.5 million over the first fiscal year, and by 7% or more each year thereafter. Closed FY2013 22% ahead of budget for the service line.

D Designed, proposed and implemented 4 different levels of integrated counseling and 2 levels of integrated psychiatry within adult and pediatric Patient Centered Medical Homes and specialty medical sites. Established atypical outcome metrics to determine cross-functional population health impact, and reduce overall cost of medical care.

D Initiated and directed a turnaround / total overhaul of the clinical model of care.

D Led team to drive improvements in Patient Satisfaction scores by 50% increase in "Top Box" scores in first 2 quarters. Won organization-wide awards for most improved specialty group practice for 2 consecutive 6-month periods. Consistent quarterly growth in patient satisfaction in all skill mix groups and all divisions.

D Overhauled, modernized and optimized policies, treatment planning processes, rounds, team structure, departmental reorganization, identification of environmental safety initiatives to deliver 2 successful Joint Commission surveys and successful annual DOH site surveys with zero deficiencies.

D Enhanced revenue, reduced expense, and improved patient satisfaction outcomes of all areas within Behavioral Health Services.

D Provided strategic planning for immediate and long-range needs with all areas that interacted with Behavioral Health Services throughout the Health Network.

D Interfaced with local, regional, and state legislators, law enforcement, community resource groups, and other stakeholders to ensure collaborative success pathway and to define and lobby for solution focused statewide and local change.

D Spearheaded Critical Incident Stress Debriefing (CISD) disaster mental health team, responding on-scene and shortly thereafter to psychologically traumatizing events and disasters for medical and nonmedical staff within the Health Network and to the surrounding community.

University of Maryland Medical System, Baltimore, MD 1992 to 2007

Very large, multi-hospital, quaternary care, academic medical center and lead agency, with a complete psychiatric continuum of care.

Manager, Psychiatric Assessment and Referral Center (1996 to 2007)

D Led several major initiatives that improved projected net collections by $2+M annually for inpatient psychiatry, and substantially strengthened access to care.

D Developed and taught clinical, legal and administrative trainings to attending and resident physicians, as well as clinical and non-clinical staff.

D Identified insurance billing problems and implemented swift corrective action to reverse a $4M annual loss trend.

D Presented legal cases, coordinated testimony, called witnesses under direct- and cross-examination for the University of Maryland Medical System at over 4000 involuntary admission hearings, and hundreds of forced medication review panels. Presented argument against public defender to administrative law judges, including opening statements and closing arguments.

0 Orchestrated expansion of clinical call center's scope to successfully double operating hours, tripled volume, and yielded 1000+% annual return on investment.

0 Computerized operations designed, programmed, and administrated complex interactive relational databases to streamline clinical care, cost effectiveness and resource sharing, expedite reimbursement for treatment, and maximize patients' access to care.

Clinical Admissions Coordinator (1993 to 1996)
Psychiatric Counselor (1992 to 1994)

EDUCATION

M.B.A., Health Care Management *(in progress, thesis phase)*, York College of PA, York, PA

M.S., Applied Psychology, University of Baltimore, Baltimore, MD, 1998

B.A., Psychology, Goucher College, Towson, MD, 1992

PROFESSIONAL MEMBERSHIPS & COMMUNITY SERVICE

American College of Healthcare Executives (ACHE) (2003 to present)

Board of Directors, Aevidum. (2013-2014)

Exec. Comm. Member, Lancaster CoJ Suicide Prevention Coalition. MHA (2012-2014)

President, Board of Directors, NAMI -Wilmington, NC Chapter (2008-2009)

Exec. Board Member, United Way - Ten Year Plan to End Chronic Homelessness -Wilmington, C (2008-2009)

POLICY AND LEGISLATIVE

Lancaster Health Improvement PartnershiQ. (b HIP) - Lancaster Chamber of Commerce
Community Needs Health Assessment and Planning Committee, 2013

Man;agement and Operations Reform - State Psychiatric Hospitals of North Carolina, Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,
Legislative Session 2008

Mental Health Crisis Services and Safety Net Reform, North Carolina,
Mental Health Advisory Committee to NC Secretary of Health Dempsey Benton,
Legislative Session 2008

New Hanover County Health Summit,
University of North Carolina -Wilmington,
Facilitator, roundtable discussion: "Enhancing Access to Mental Health CareN

SPECIALIZED EXPERIENCE

Incident Command Structure (ICS): Applying ICS to Heath-care Organizations and Hospitals (I-200), Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

National Incident Management System (NIMS) (I-700). Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Institute. 2008, 2015.

Critical IncidentStress Management, Intermediate - NC SE Regional Incident Command, 10/2008

Critical Incident Stress Management, Advanced - Pennsylvania Emergency Behavioral Health Institute, Instructor: Cofounder of CISD model George Everly, Ph.D., 06/2010

Psychological First Aid'.'" PA Emergency Behavioral Health Institute / American Red Cross, 5/2010

Daniel T. Pender
[redacted]

Employment History

PHNE Regional Director of Continuous Quality Improvement & Risk Management
& Interim Sr. Program Director of VT, NH, Western MA July '17 – present
PHNE – Quality Improvement – Regional Director (Part-time) Jan '11- July '17
PHTSS - Transitional Support Services - Program Director April '08 – July '17
- Program Director of 25 co-ed adult beds & Clinical Supervisor of 20 staff.

PH Academy – Feb.'07 – April '08
- Senior Counselor & part of Management team

Part-time Marriage & Family Therapy Private Practice, CT/MA June 1993 - 2009
Behavorial Health Network (BHN) - January 2006 - July 2006
* Outpatient Clinician
* Case Manager to Victims of Clergy Sexual Abuse
South Congregational Church, Lay Minister (Assistant to Pastor) Jan 2000 – Jan 2006
Agawam Congregational Church, Lay Minister (Assistant to Pastor) 1995 -1999
Graduate Studies September 1989 - January 1993
Mortgage Backed Securities Broker, Garban Limited, Wall Street,
* Desk Manager (25 brokers), Assistant Desk Manager (125 brokers) Aug '84-Aug '89
Darby O'Brien Advertising, Account Executive (TV/Radio Prod.), Springfield, MA 1982 - '84

Education

Masters degree, Marriage & Family Therapy (Systems Theory)
Clinical member of the American Association of Marriage & Family Therapy
regularly participating in continuing education workshops
Saint Joseph's College, West Hartford, CT, 1989 - 93
BA, Saint Alphonsus College, (Liberal Arts), Suffield, CT, 1981

Continuing Education: Certified in MET/CBT 5, Cultural Competency, NIATx, SIV, STAR (Seminars on Trauma Awareness & Recovery), Conflict Transformation & Management, Eastern Mennonite University, VA 2004, Natural Family systems theory study group, EEYM (Effective Education for Youth Ministry & Christian Educators)

Proven Skills

Employee Supervision; hiring and supervising paid and volunteer staff
Financial Management; fundraising; budget creation & implementation
Communication; supervising editor of content, layout & design of newsletters & web page
Organizational Training & Development; teaching/training for staff & volunteers
Volunteer Recruitment; in not-for-profit settings where volunteers are critical to success
Administration; making order out of chaos; imaginative problem-solver; expert team builder; easy to work with; able to make difficult decisions; creating, organizing, and executing projects, workshops, etc; accustomed to working with boards and committees

AMELIE GOODING MA
108 SCHOOL STREET
KEENE, NH 03431

603-361-1702
603-358-4041

amelie.gooding@gmail.com
agooding@phoenixhouse.org

SKILLS:

Thirty years of management and clinical experience in substance use and mental health disorders, with a focus on intervention treatment, and recovery services
Expertise in staff hiring, training, and both clinical and administrative supervision
Responsible for developing a continuum of care from outpatient services to detoxification, residential rehabilitation, and partial hospital level of care
Oversee and report on related quality assurance and outcome measures
Member of National Clinical Transformation Team for Phoenix House
Fiscal oversight of a budget which grew from $850,000 to over 2 million dollars.
Psychiatric and substance use assessment and interviewing skills
Individual, group and family psychotherapy skills
Team building and Motivational Enhancement expertise
Experience teaching a college level substance abuse disorders course
Public relations and community development experience
Fully fluent in French

PROFESSIONAL EXPERIENCE:

6/1997-present: SENIOR PROGRAM DIRECTOR
Phoenix House-Keene Center, Keene NH

Manage a continuum of care ranging from residential detoxification and treatment to outpatient services; develop multi- level of care programs (PHP and IOP) with medication assisted detoxification and treatment. Develop new payment streams and referral sources; oversee and conduct insurance authorizations and utilization reviews; serve on various committees and taskforces; work closely with community partners and agencies; maintain CARF accreditation.

9/2000-2010: CLINICAL CONSULTANT
Vermont Academy, Saxtons River VT

Conduct alcohol and drug assessments on students caught using alcohol and/or other drugs. Interview student and parents and submit report to student, family and school.

6/1997-4/1999: CLINICAL DIRECTOR
Marathon Behavioral Treatment Services, Keene NH

Develop, implement and direct residential substance abuse and co-occuring treatment; oversee detoxification services, Outpatient services, including a prison diversion program, and Transitional Living program. Hire, train, and supervise a clinical staff of 10. Implement and oversee Quality Assurance and Safety and Health programs. Assure compliance with CARF standards and federal and state regulations.

7/94-10/96: NATIONAL SALES MANAGER
Momentum Clothing, LTD. Keene, NH

Hire and oversee a six-member national sales force; member of a three-person team responsible for design, production, distribution and sales of five collections a year of women's clothing; sales and customer relations; travel to India for fabric design and production.

1/93-6/94 THERAPIST AND YOUTH COUNSELOR
The Youth Resource Center Keene NH and Northfield Mt. Herman School, Northfield, MA

Conduct weekly group psychotherapy for students with alcohol and other substance misuse problems; also work with high school drop outs in obtaining GEDs and employment, as well as providing individual counseling for that population.

10/91-11/92: CLINICAL DIRECTOR OF DUAL DIAGNOSIS SERVICES
Spofford Hall, Spofford NH

Manage a 15-bed inpatient rehabilitation unit and supervise a 12 -member clinical staff; develop and implement dual diagnosis program; conduct individual and group therapy; conduct treatment planning, quality assurance and clinical supervision.

10/85-9/91: PROGRAM DIRECTOR, MENTAL HEALTH UNIT
The Cheshire Medical Center, Keene NH

Hire and supervise a seven-member clinical staff; implement and oversee inpatient programming for 10 adults and 10 adolescents; ER triage and assessment and crisis management; initiate and co-sponsor quarterly educational symposia for professional community; write brochures and handbooks; group psychotherapy facilitator.

9/83-8/85: COORDINATOR OF PSYCHIATRIC SERVICES /STAFF THERAPIST
C.B. Wilson Center, Faribault, MN

Clinically manage a ten-bed adolescent unit and carry a case load of five clients for individual therapy (5 times weekly) and case management; co-lead four groups weekly; facilitate team meeting and write up weekly treatment plans.

12/75-6/79: FASHION DESIGN ASSISTANT/EDITORIAL STAFF MEMBER
GIORGIO SANT'ANGELO DESIGN; VOGUE and ALL IN STYLE MAGAZINES
New York, NY

EDUCATION:

1983 ANTIOCH UNIVERSITY
MASTERS OF ARTS IN COUNSELING
Adolescent specialization

1975 VASSAR COLLEGE
BACHELOR OF ARTS
double major: French and Psychology

SORBONNE UNIVERSITY
Diplome de Langue et de Civilization Francaise

LICENSURE:

1985: Licensed as a Master's level Psychologist in Minnesota
1999: Licensed as a Clinical Mental Health Counselor in New Hampshire
2001: Licensed as a Master's level Drug and Alcohol Counselor in New Hampshire

References available upon request

Peter A. Dal Pra LADC, LCS, ICADC, ICCS

[redacted]

EDUCATION

New Hampshire Technical Institute
Concord, New Hampshire
Associate in Science Degree in Human Services with a Major in Alcohol and Drug Abuse Counseling.
Received May 20, 1994 with Honors.

PROFESSIONAL EXPERIENCE

March 2, 2009 To Present	Phoenix Houses of New England Dublin NH Program Director
July 2000 to Present	DalPra Counseling Services
Jan. 2002 to Nov. 2008	Serenity Place, Manchester NH Interim Executive Director Clinical Director/Supervisor
Apr. 2001 to Jan. 2002	Community Alliance for Teen Safety-Teen Resource Exchange, Derry NH Alcohol & Drug Counselor
Oct. 1997 to May 2001	NH Division of Alcohol and Drug Abuse Prevention & Recovery Chemical Dependency/ HIV AIDS/Prevention Case Manager
Sept. 1997 to June 2000	Southeastern NH Services, Dover NH NH State Certified IDIP Instructor
Sept. 1994 to Oct. 1997	Nashua Public Health Department, Nashua, New Hampshire HIV/AIDS Street Outreach Worker.
July 1994 to Feb. 1995	Seaborne Hospital, Dover, New Hampshire Adult/Adolescent Units Counselor I
Feb. 1993 to Nov. 2008	Serenity Place-REAP, Manchester, New Hampshire NH State Certified IDIP Instructor

PROFESSIONAL SOCIETIES

May 1998	NAADAC National Association of Addiction Professionals
May 1998	NHADACA NH Association of Alcoholism and Drug Abuse Counselors

PERSONAL

Adjunct Faculty Concord Community College NHTI Concord NH 2015, 2016, 2017
Licensed Alcohol and Drug Abuse Counselor, March 1998 Lic. # 0439
Licensed Clinical Supervisor, August 2006 Lic # 029
Internationally Certified Alcohol & Drug Counselor ICADC # 19095
Internationally Certified Clinical Supervisor ICCS # 01965
Nationally Certified Trainer:
"Preventing HIV Disease Among Substance Abusers"
"Reaching Adolescents with Risk Free Messages".
Faculty New England Institute of Addiction Studies (NEIAS) 2007, 2008, 2009, 2010, 2012, 2013, 2014, 2015, 2016, 2017
Past President Board of Directors-Manchester NH East Little League
Past Member Board of Director-Manchester East Little League
Past President– NH Alcohol and Drug Abuse Counselors Association 2004-06
Past President NH Alcohol and Drug Abuse Counselors Association 2013-15
Former Member NH Board of Alcohol & Other Drug Abuse Professional Practice-Peer Review Committee
Former Member Board of Directors- Southern NH AIDS Task Force
Former Member Health & Safety Committee Greater Nashua Red Cross
Senior Staff-NH Teen Institute Summer Program 1999-2013
Co-Director NH Teen Institute Summer Program 2006, 2009, 2010, 2011, 2012, 2013
Certified "Challenge Course Instructor"
Advisory Board Member Southern NH Integrated Health Care Program
Member Demand Treatment Coalition
Member Northern Hillsborough County Coalition
Certified Instructor PRIME for LIFE
2003 Jefferson Award Recipient
Former Board of Director-NH Alcohol and Other Drug Service Providers Association
Former Member Governor's Commission on Alcohol Prevention, Intervention and Treatment-Treatment Task Force
Former Member Mobile Community Health Team Project-Homeless Healthcare Advisory Board
Governor Lynch Appointee to the Commission to Examine Driving While Impaired (DWI) Education and Intervention Programs
2007 and 2011 Legislative Advocate Award Recipient from NHADACA
2009 Lifetime Advocacy Award Recipient from NHADACA
2010-2016 Governor Lynch and Governor Hassan Appointee to the NH Board of Alcohol and Other Drug Abuse Professionals
2015 Chair NH Board of Alcohol and Other Drug Abuse Professionals
Certified Crisis Prevention Institute (CPI) Trainer
Certified HCV Basic Educator
Certified Recovery Coach Trainer

REFERENCES

Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Mumma	SVP, Regional Executive	$240,000	0.00%	$0.00
Daniel Pender	Senior Program Director	$85,000	0.00%	$0.00
Amelie Gooding	Program Director	$85,700	1.00%	$857.00
Peter DalPra	Program Director	$68,200	33.00%	$22,506

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7)the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $817,521.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/19/18
Date

Katja S. Fox
Director

Contractor Name PHOENIX HOUSES OF NEW ENGLAND, INC.

11/14/2018
Date

Name: PETER HUMMA
Title: SR. VP, REGIONAL EXECUTIVE

Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on _____, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

ENA E PARADYSZ, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/20/18
Date

Name: Megan A. Lac
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals

that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with

an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or a call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or a call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.7 and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance

must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients

first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4 .

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services

provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in

compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the

patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,

or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs)

available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:

3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall

be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients covered by room and board payments in residential levels of care 3.1 and/or 3.5 under this contract that enter care directly through the Contractor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential levels of care 3.1 and/or 3.5 who will covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

How and when the vendor will report to the Department on progress on implementation and effectiveness

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788); and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.

3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2. Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2,Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2, remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2,Section 8 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential levels of care 3.1 and/or 3.5

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential levels of care 3.1 and/or 3.5.

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover;

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3

6.2.5. Amount being billed to the Department for the service

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

7.2.4. The Contractor shall maintain documentation of the following:

7.2.4.1. WITS Client ID #;

7.2.4.2. Period for which prescription is intended;

7.2.4.3. Name and dosage of the medication;

7.2.4.4. Associated Medicaid Code;

7.2.4.5. Charge for the medication.

7.2.4.6. Client cost share for the service; and

7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.

7.3.3. The Contractor shall maintain documentation of the following:

7.3.3.1. WITS Client ID #;

7.3.3.2. Date of Service;

7.3.3.3. Description of service;

7.3.3.4. Associated Medicaid Code;

7.3.3.5. Charge for the service;

7.3.3.6. Client cost share for the service; and

7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Low-Intensity Residential Treatment

8.1. The Contractor may charge the client fees for room and board, in addition to:

8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2, using the sliding fee scale

8.1.2. The charges to the Department

8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

8.4. The Contractor shall maintain records to account for the client's contribution to room and board.

9. Sliding Fee Scale

9.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2,Section 5 above.

9.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

9.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

10. Submitting Charges for Payment

10.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2, Service Fee Table. The Contractor shall:

10.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

10.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

10.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

10.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

10.1.5. Submit separate batches for each billing month.

10.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

10.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

11. Funds in this contract may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep detailed records of their activities related to Department funded programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	$275.00	Per evaluation
1.2.	Individual Outpatient	$22.00	15 min
1.3.	Group Outpatient	$6.60	15 min
1.4.	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Partial Hospitalization	$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
1.6.	Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
1.7.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.8.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
1.9.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.10.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 -	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.

		99215.	
1.11.	Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
1.12.	Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$215.00	Per day

7 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
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July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist II, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kiernan, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,384	$0	$103,384
Sub-total			$103,384	$0	$103,384

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,927	$1,549,015	$4,706,942

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Phoenix Houses of New England, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 99 Wayland Avenue, Suite 100, Providence, RI 02906.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

   10. Contract Compliance Audits

   10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 10, in its entirety.

The rest of this page intentionally left blank.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire

Department of Health and Human Services

7/3/18
Date

Katja S. Fox
Director

Phoenix Houses of New England, Inc.

7/2/18
Date

Name: PETER MUHHA
Title: SR. V.P., NEW ENGLAND REGIONAL EXECUTIVE

Acknowledgement of Contractor's signature:

State of RHODE ISLAND, County of PROVIDENCE on JULY 2, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

ENA E. PARADYSZ, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: 5/31/21

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2021

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/9/18
Date

Name: Megan A. Yost
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,989
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services. (RFA-2018-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakley, Prog Specialist IV, Child Bhvl Health
4. Paul Kleman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Bhvl Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITWHOL, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	280	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Stratford County
11. Greater Nashua Council on Alcoholism	440	354	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	293	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	216	Seacoast
16. Seacoast Youth Services	440	215	Stratford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Stratford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Ferrum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	103-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 178226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158587-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Fremont Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$761,083		$761,083
Sub-total			$761,083	$0	$761,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364		$103,364
Sub-total			$103,364	$0	$103,364

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177689-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,648		$41,648
Sub-total			$41,648	$0	$41,648
Total Clinical Svc			$2,205,831	$0	$2,205,831
Grand Total All			$3,167,927	$0	$3,167,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-09)

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 Phoenix Houses of New England, Inc.		1.4 Contractor Address 99 Wayland Avenue, Suite 100 Providence RI 02906	
1.5 Contractor Phone Number 401-331-4250 x3201	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $232,921
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature 5/31/2018		1.12 Name and Title of Contractor Signatory PETER MUHMA SR. VP, NEW ENGLAND REGIONAL EXECUTIVE	

1.13 Acknowledgement: State of RHODE ISLAND, County of PROVIDENCE

On 5/31/18, 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

Ena E Paradysz

[Seal]

ENA E. PARADYSZ
Notary Public-State of Rhode Island
My Commission Expires
May 31, 2021

1.13.2 Name and Title of Notary or Justice of the Peace

ENA E PARADYSZ - NOTARY

1.14 State Agency Signature Date: 6/7/18	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: On: 6/8/18

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 BM
Date 6/11/18

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 6/1/16

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 RM
Date 6/4/18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Partial Hospitalization as defined as ASAM Criteria, Level 2.5. Partial Hospitalization services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders. Partial Hospitalization is provided to clients for at least 20 hours per week according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services.

2.3.1.5. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.6. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.1.7. Residential Withdrawal Management services as defined as ASAM Criteria, Level 3.7-WM a residential service. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.7 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.7 and 2.3.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; if a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part

2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as

applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco

cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases

(STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.

Contactor Initials: RM
Date: 6/7/18

Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   - 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   - 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   - 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   - 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   - 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   - 4.6. The Contractor shall:
     - 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
     - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
     - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   - 4.7. The Contractor shall post the following documents in a public area:
     - 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
     - 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   - 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   - 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   - 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   - 4.11. The Contractor shall:
     - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
     - 4.11.2. Submit additional information if required by the department; and
     - 4.11.3. Report the event to other agencies as required by law.
   - 4.12. The Contractor shall implement policies and procedures for reporting:
     - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
     - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;

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4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.
6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



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6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.

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7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

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7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.

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9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
  9.2.1. Focus on the client's strengths;
  9.2.2. Be sensitive and relevant to the diversity of the clients being served;
  9.2.3. Be client and family centered;
  9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
  9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
  9.3.2. Requirements for successfully completing the program;
  9.3.3. The administrative discharge policy and the grounds for administrative discharge;
  9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
  9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
  9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
  9.3.7. The provision of information;
  9.3.8. Risk assessment;
  9.3.9. Intervention and risk reduction education, and
  9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
  10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
  10.2. Treatment plans shall be developed as follows:
    10.2.1. Within 7 days following admission to any residential program; and
    10.2.2. No later than the third session of an ambulatory treatment program.
  10.3. Individual treatment plans shall contain, at a minimum, the following elements:
    10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
    10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
    10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
    10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
    10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
    10.3.6. Provides the criteria for terminating specific interventions; and
    10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.

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10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and



Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;

11.2.2. The client's psychosocial substance abuse history and legal history;

11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;

11.2.4. The reason for discharge or transfer;

11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;

11.2.6. A summary of the client's physical condition at the time of discharge or transfer;

11.2.7. A continuing care plan, including all ASAM domains;

11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and

11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:

11.3.1. No later than 7 days following a client's discharge or transfer from the program; or

11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:

11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and

11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:

11.5.1. The discharge summary;

11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and

11.5.3. A diagnostic assessment statement and other assessment information, including:

11.5.3.1. TB test results;

11.5.3.2. A record of the client's treatment history; and



11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



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13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and

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19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
20.2.1. Give the effective date of termination;
20.2.2. List the clinical or management reasons for termination; and
20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
20.3. A Contractor shall document in the record of a client who has been terminated that:
20.3.1. The client has been notified of the termination; and
20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
21.1.1. The right to a safe, sanitary and humane living environment;
21.1.2. The right to privately communicate with others, including:
21.1.2.1. The right to send and receive unopened and uncensored correspondence;
21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
21.1.4. The right to privacy, including the following:
21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
21.1.5. The right to individual choice, including the following:
21.1.5.1. The right to keep and wear their own clothes;
21.1.5.2. The right to space for personal possessions;
21.1.5.3. The right to keep and to read materials of their own choosing;
21.1.5.4. The right to keep and spend their own money; and
21.1.5.5. The right not to work and to be compensated for any work performed, except that:
21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

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Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 8 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

6.3.3. The Contractor shall maintain documentation of the following:

6.3.3.1. WITS Client ID #;

6.3.3.2. Date of Service;

6.3.3.3. Description of service;

6.3.3.4. Associated Medicaid Code;

6.3.3.5. Charge for the service;

6.3.3.6. Client cost share for the service; and

6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Sliding Fee Scale

8.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

8.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

8.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

9. Submitting Charges for Payment

9.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

9.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

9.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

9.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

9.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

9.1.5. Submit separate batches for each billing month.

9.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

9.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

10. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

11. Funds in this contract may not be used to replace funding for a program already funded from another source.

12. The Contractor will keep detailed records of their activities related to Department funded programs and services.

13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

15. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

15.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

15.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

15.2.1. Make cash payments to intended recipients of substance abuse services.

15.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

15.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

15.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

15.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable

program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$8.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Partial Hospitalization	$223.00	Per day: and only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Medically Monitored Inpatient Withdrawal Management (ASAM Level 3.7 WM)	$215.00	Per day

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

Contractor Initials
Date 6/4/18

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: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date

Name: PETER HUHHA
Title: SR VP, NE REGIONAL DIRECTOR

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-L)

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: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/30/18
Date

Pete Mumma, MS
Pete Mumma, MS
Name: PETER MUMMA
Title: SR VP, NE REGIONAL EXECUTIVE

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 (l)(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: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/23/18
Date

Pete Mumma, MS
Pete Mumma, MS
Name: PETER MUMMA
Title: SR VP, NE REGIONAL DIRECTOR

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: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date

Name: PETER MUHMA
Title: JR. V.P. NE REGIONAL EXECUTIVE

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: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date

Name: PETER MUHHA
Title: JR. VP, NE REGIONAL EXECUTIVE

HEALTH INSURANCE PORTABILITY 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	Phoenix Houses of New England, Inc
The State	Name of the Contractor
Katja S Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Peter Muhha
Name of Authorized Representative	Name of Authorized Representative
Director	Sr VP, NE Regional Executive
Title of Authorized Representative	Title of Authorized Representative
6/7/18	5/31/18
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: PHOENIX HOUSES OF NEW ENGLAND, INC.

5/31/18
Date

Name: PETER HUMMA
Title: SR VP, NE REGIONAL EXECUTIVE

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: 075715193

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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This Information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 3rd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #3) is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department and Southeastern New Hampshire Alcohol & Drug Abuse Services., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 272 Country Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) and December 5, 2018 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the contract completion date and increase the price limitation to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,861,000.

3. Delete Exhibit A, Amendment #2, Scope of Service in its entirety and replace with Exhibit A, Amendment #3, Scope of Services.

4. Delete Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #3 Methods and Conditions Precedent to Payment.

New Hampshire Department of Health and Human Services
Substance Use Disorder Treatment and Recovery Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/19
Date

Katja S. Fox
Director

Southeastern New Hampshire Alcohol & Drug Abuse Services

5/29/19
Date

Name: Daniel Elwart, MBA
Title: Operations Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on May 29, 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Tracy L. Mantos HR Administrator
Name and Title of Notary or Justice of the Peace

My Commission Expires:

TRACY L MANTOS
Notary Public – New Hampshire
My Commission Expires Nov 8, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date

Name: Gordon P. LaBrigan
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department.

1.4.2. State Opioid Response (SOR) Grant Standards

1.4.2.1. The Contractor shall establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.4.2.2. The Department shall be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.4.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.4.2.3.1. Methadone.

1.4.2.3.2. Buprenorphine products, including:

1.4.2.3.2.1. Single-entity buprenorphine products.

1.4.2.3.2.2. Buprenorphine/naloxone tablets,

1.4.2.3.2.3. Buprenorphine/naloxone films.

1.4.2.3.2.4. Buprenorphine/naloxone buccal

preparations.

1.4.2.3.3. Long-acting injectable buprenorphine products.

1.4.2.3.4. Buprenorphine implants.

1.4.2.3.5. Injectable extended-release naltrexone.

1.4.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.4.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.4.2.6. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.4.2.8. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS.

1.4.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.3. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.3.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.3.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.3.3. Client notification processes and procedures for 1.5.3.1 and 1.5.3.2.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor shall provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Doorway contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring any client receiving room and board payment to the Doorway;

2.2.2.4.3. Coordinating all room and board client data and services with the clients' preferred Doorway to ensure that each room and board client served has a GPRA interview completed at intake, three (3) months, six (6) months, and discharge.

2.2.2.4.4. Referring clients to Doorway services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.5. Referring clients to Doorway services at the time of discharge when a client is in need of Hub services

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential

substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.10 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor shall provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor shall provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.4 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant women and parenting men and women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order.

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as

but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.5 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a Licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4,above before admission or Level of Care Assessments in Section 2.5.3, above before admission along with a clinical evaluation in Section 2.5.4, above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower intensity ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.3, in which case the client may choose:

2.5.7.2.1. A service with a lower Intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Doorway of the client's choice to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the

Doorways shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion.

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate

referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.2. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, except for Transitional Living, in Section 2.3.1.1, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at

the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed

a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center;

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine.

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least annually thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human

immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

5.2.1. Any client refusing to sign the informed consent in 5.2:

5.2.1.1. Shall not be entered into the WITS system; and

5.2.1.2. Shall not receive services under this contract.

5.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

5.3. The Contractor agrees to the Information Security Requirements Exhibit K.

5.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly contract compliance reporting no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information,

as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

6.2. For room and board payments associated with Medicaid clients with OUD, the Contractor shall coordinate client data and services with the Doorways to ensure that each client served has a Government Performance and Results Modernization Act (GPRA) interview completed at intake, three (3) months, six (6) months, and discharge.

6.3. The Contractor shall coordinate all services delivered to Medicaid clients with OUD for whom the contractor is receiving room and board payments for with the Doorways including, but not limited to accepting referrals and clinical evaluation results for level of care placement directly from the Doorways.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

8.3. In the event that the Contractor does not meet either:

8.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor shall ensure that 100% of clients receiving room and board payments under this contract that enter care directly through the Contractor who consent to information sharing with the Doorways receive a Hub referral for ongoing care coordination.

9.2. The Contractor shall ensure that 100% of clients referred to them by the Doorways who shall be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Doorways and the Contractor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.5 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and

9.4.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that shall be taken to correct each deficiency;

10.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:

   2.1. New Hampshire General Funds;

   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;

   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);

   2.4. Federal funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration State Opioid Response Grant (CFDA #93.788) and

   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services

   3.1. The State shall not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:

      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid

      3.1.2. Services covered by Medicare for clients who are eligible for Medicare

      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Amendment #2, Service Fee set by the Department.

   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale and not to exceed $4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally defined monthly cost of living (COL)

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2 when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Amendment #2.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 8, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer shall not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1 Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client), unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 8 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2 except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 11 below).

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1 and 5.7.2) exceeds the Contract Rate stated in Exhibit B-1 Amendment #2, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD) in residential level of care.

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential level of care.

6.2. The Contractor shall not bill the Department for Room and Board payments in excess of **$1,015,000.**

6.3. The Contractor shall maintain documentation of the following:

6.3.1. Medicaid ID of the Client;

6.3.2. WITS ID of the Client (if applicable)

6.3.3. Period for which room and board payments cover;

6.3.4. Level of Care for which the client received services for the date range identified in 6.2.3

6.3.5. Amount being billed to the Department for the service

6.4. The Contractor shall submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.5. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.6. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with Doorways in accordance with 42 CFR Part 2.

7. Additional Billing Information: Intensive Case Management Services:

7.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

7.2. The Department will not pay for intensive case management provided to a client prior to admission.

7.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

8. Additional Billing Information: Transportation

8.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

8.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

8.1.2. 9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

8.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

8.3. The Contractor will invoice the Department according to Department instructions.

9. Additional Billing Information: Child Care

9.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

9.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

9.1.2. At the actual cost to purchase childcare from a licensed child care provider.

9.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

9.3. The Contractor will invoice the Department according to Department instructions.

10. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

10.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

10.2. Medication:

10.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

10.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

10.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

10.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

10.2.4. The Contractor shall maintain documentation of the following:

10.2.4.1. WITS Client ID #;

10.2.4.2. Period for which prescription is intended;

10.2.4.3. Name and dosage of the medication;

10.2.4.4. Associated Medicaid Code;

10.2.4.5. Charge for the medication.

10.2.4.6. Client cost share for the service; and

10.2.4.7. Amount being billed to the Department for the service.

10.3. Physician Time:

10.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

10.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

10.3.3. The Contractor shall maintain documentation of the following:

10.3.3.1. WITS Client ID #;

10.3.3.2. Date of Service;

10.3.3.3. Description of service;

10.3.3.4. Associated Medicaid Code;

10.3.3.5. Charge for the service;

10.3.3.6. Client cost share for the service; and

10.3.3.7. Amount being billed to the Department for the service.

10.3.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month.

10.3.5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

11. Charging the Client for Room and Board for Low Intensity Residential Services

11.1. The Contractor may charge the client fees for room and board, in addition to:

11.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

11.1.2. The charges to the Department

11.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

11.3. The Contractor shall hold 50% of the amount charged to the client that shall be returned to the client at the time of discharge.

11.4. The Contractor shall maintain records to account for the client's contribution to room and board.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%

250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13.4. The Contractor shall only bill room and board for SUD clients with Opioid Use Disorder that are Medicaid coded for both residential and transitional living services.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.

15. The Contractor shall keep detailed records of their activities related to Department funded programs and services.

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

17. Contractor shall have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice shall need to be accompanied by supporting documentation.

18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

18.2.1. Make cash payments to intended recipients of substance abuse services.

18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65

and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

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 SOUTH EASTERN NEW HAMPSHIRE ALCOHOL AND DRUG ABUSE SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 21, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64991**
Certificate Number: **0004088585**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Mark Kennard, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southeastern NH Alcohol and Drug Abuse Services.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on April 24, 2019:
(Date)

RESOLVED: That the Denise M. Elwart
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 29 day of May, 2019.
(Date Contract Signed)

4. Denise M. Elwart is the duly elected Operations Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Treasurer
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 29 day of May, 2019,

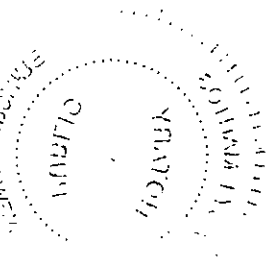
By Mark S Kennard.
(Name of Elected Officer of the Agency)

Tracy L. Mantos
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

TRACY L MANTOS
Notary Public – New Hampshire
My Commission Expires Nov 8, 2022

Commission Expires:



Client#: 1030053 SOUTHNEW13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2018

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Svcs, LLC 75 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 877-775-0110
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : MEMIC	11030
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southeastern New Hampshire Alcohol & Drug Abuse Services Corp.
272 County Farm Road
Dover, NH 03820

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	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK1876610	11/01/2018	11/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK1876610	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB646116	11/01/2018	11/01/2019	EACH OCCURRENCE AGGREGATE $	$1,000,000 $1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102800341	11/01/2018	11/01/2019	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	Professional Liab			PHPK1876610	11/01/2018	11/01/2019	$1,000,000/3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

Proof of Insurance

DHHS, State of NH
129 Pleasant Street
Concord NH 03301

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

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NXDZP

SOUTHEASTERN NH SERVICES

STRATEGIC PLAN
2018 -2021

We have made the following assumptions as we have created this strategic plan:

- This document will provide a foundation for the decisions and actions of the board and staff leadership of Southeastern NH Services over the next 3 years.
- There will be a subset of additional deliberations and actions at the board and committee levels to complete each strategy as well as strategic discussions by the board as it monitors implementation of the plan.
- During the implementation of this plan, we assume extensive conversation and information-sharing among board members and staff to maximize planning efforts.
- This document will be a "living" document, monitored regularly and adjusted accordingly as the implementation of the plan evolves.
- Acted upon correctly, completion of this plan will create the foundation for future strategic initiatives.
- The Board of Directors is ultimately responsible for ownership of the implementation of this plan.

VISION STATEMENT

(a compelling statement describing what an organization or group of people want to become)

To be determined.

MISSION STATEMENT (Current)

(a concise, powerful and memorable statement proclaiming the reason an organization exists)

To provide the highest possible quality addiction treatment to help persons who are in need of these services.

STRATEGIC GOALS: 2018 - 2021

GOAL I: **Create a financially stable organization with cash flow and investments able to meet the demands of the agency.**

GOAL II: **Create and implement a plan to build the capacity of the organization to achieve its mission.**

GOAL III: **Expand and create programs, services and community partnerships designed to meet client needs.**

GOAL IV: **Develop and implement a comprehensive plan to market and promote the organization to various constituencies and communities.**

SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

Consolidated Audited Financial Statements

For The Years Ended
June 30, 2018 and 2017

SOUTHEASTERN NEW HAMPSHIRE
ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE

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PENCHANSKY & CO. PLLC
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Southeastern New Hampshire
Alcohol & Drug Abuse Services and Affiliate
Dover, New Hampshire

We have audited the accompanying consolidated financial statements of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

70 Stark Street / Manchester / New Hampshire 03101 / 603-647-2400 / In Nashua 595-8600 / Fax 647-6495

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern New Hampshire Alcohol & Drug Abuse Services and Affiliate as of June 30, 2018 and 2017, and the changes in its consolidated net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Penchansky + Co. PLLC

Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire

October 22, 2018

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Financial Position
As of June 30,

ASSETS

	Unrestricted	Temporarily Restricted	2018 Totals	2017 Totals
Current Assets:				
Cash and Cash Equivalents, Organizatio	$ 62,668	$ 22,539	$ 85,207	$ 311,026
Cash and Cash Equivalents, Affiliate	97,187	0	97,187	89,951
Accounts Receivable	191,265	0	191,265	184,900
Prepaid Expenses	10,911	0	10,911	11,367
Total Current Assets	362,031	22,539	384,570	597,244
Fixed Assets:				
Building Improvements	895,166	0	895,166	895,166
Furniture and Equipment	126,121	0	126,121	232,643
Capital Lease - Copier	21,250	0	21,250	21,250
Less: Accumulated Depreciation	(566,824)	0	(566,824)	(616,795)
Net Fixed Assets	475,713	0	475,713	532,264
Total Assets	$ 837,744	$ 22,539	$ 860,283	$ 1,129,508

-Continued on Next Page-

See Notes and Independent Auditor's Report

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Financial Position
As of June 30,

LIABILITIES AND NET ASSETS

	Unrestricted	Temporarily Restricted	2018 Totals	2017 Totals
Current Liabilities:				
Accounts Payable	$ 27,342	$ 0	$ 27,342	$ 10,910
Accrued Expenses	2,543	0	2,543	45,599
Accrued Payroll and Taxes	108,265	0	108,265	119,764
Deferred Revenue	3,640	0	3,640	55,250
Line of Credit	25,000	0	25,000	0
Current Portion of Capital Lease	5,116	0	5,116	4,006
Total Current Liabilities	171,906	0	171,906	235,529
Long Term Liabilities:				
Capital Lease, Net of Current Portion	6,533	0	6,533	11,648
Total Long Term Liabilities	6,533	0	6,533	11,648
Total Liabilities	178,439	0	178,439	247,177
Net Assets:				
Net Assets	659,305	22,539	681,844	882,331
Total Liabilities and Net Assets	$ 837,744	$ 22,539	$ 860,283	$ 1,129,508

See Notes and Independent Auditor's Report

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	Unrestricted	Temporarily Restricted	2018 Totals	2017 Totals
Revenues and Support:				
Governmental Agency Revenue	$ 747,649	$ 47,453	$ 795,102	$ 1,051,459
Contributions	21,469	1,000	22,469	36,119
Client Fee	1,461,451	0	1,461,451	255,720
Medicaid	65,156	0	65,156	509,369
Probate	58,096	0	58,096	110,421
Insurance	0	0	0	54,014
In-Kind Contributions	13,577	0	13,577	11,333
Other Revenue	10,046	0	10,046	29,411
Net Assets Released from Restrictions: Satisfaction of Program Restrictions	54,914	(54,914)	0	0
Total Revenues and Support	2,432,358	(6,461)	2,425,897	2,057,846
Expenses:				
Program Services	1,747,745	0	1,747,745	1,955,593
General Management	880,026	0	880,026	282,474
Total Expenses	2,627,771	0	2,627,771	2,238,067
Excess (Deficit) of Revenues and Support over Expenses	(195,413)	(6,461)	(201,874)	(180,221)
Other Revenues (Expenses):				
Interest and Investment Income	1,387	0	1,387	44
Total Other Revenues (Expenses)	1,387	0	1,387	44
Net Increase (Decrease) in Net Assets	(194,026)	(6,461)	(200,487)	(180,177)
Net Assets - Beginning of Period	853,331	29,000	882,331	1,062,508
Net Assets - End of Period	$ 659,305	$ 22,539	$ 681,844	$ 882,331

See Notes and Independent Auditor's Report

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

	Program Services - 2018			
	OUTPATIENT SERVICES	COMPREHENSIVE SERVICES	IMPAIRED DRIVER INTERVENTION PROGRAM	COMMUNITY EDUCATION PROGRAM
Expenses:				
Salaries and Wages	$ 87,693	$ 753,659	$ 94,329	$ 18,700
Payroll Taxes	10,148	37,913	11,415	0
Employee Benefits	14,207	88,111	4,555	31
Rent	1,851	25,121	2,304	1,398
Utilities	2,420	30,581	2,831	1,447
Professional Fee	4,199	49,940	1,008	0
Depreciation	4,806	33,390	2,477	2,851
Food	223	66,987	115	132
House Supplies	1,581	21,861	5,304	0
Insurance	1,142	7,936	588	677
Office Expense	1,826	3,859	8	26
Supplies	561	4,305	424	35
Fees	34	373	426	0
Staff Development	0	4,107	500	0
Conference & Conventions	0	40	0	0
Travel	20	3,683	244	1,251
Printing & Reproduction	24	261	37	69
Client Recreation	3	476	16	58
Advertising	2,344	905	32	412
Equipment Rent	56	612	69	29
State Admin	0	0	0	0
Interest	0	0	0	0
Repairs	8	463	8	0
Total Expenses	$ 133,146	$ 1,134,583	$ 126,690	$ 27,116

-Continued on Next Page-

See Notes and Independent Auditor's Report

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

	Program Services - 2018			
	DRUG COURT PROGRAM	DETOXIFICATION PROGRAM	FOR WOMEN	TOTAL PROGRAM SERVICES
Expenses:				
Salaries and Wages	$ 159,648	$ 9,069	$ 47,884	$1,170,982
Payroll Taxes	11,015	10,569	9,596	90,656
Employee Benefits	14,771	0	9,383	131,058
Rent	6,913	0	2,515	40,102
Utilities	7,894	0	2,599	47,772
Professional Fee	12,140	0	4,786	72,073
Depreciation	8,885	158	1,637	54,204
Food	412	7	76	67,952
House Supplies	424	28	131	29,329
Insurance	2,112	37	389	12,881
Office Expense	11	0	2	5,732
Supplies	580	0	104	6,009
Fees	68	0	17	918
Staff Development	799	0	225	5,631
Conference & Conventions	0	0	0	40
Travel	983	0	0	6,181
Printing & Reproduction	48	0	12	451
Client Recreation	11	0	3	567
Advertising	43	0	11	3,747
Equipment Rent	140	0	42	948
State Admin	0	0	0	0
Interest	0	0	0	0
Repairs	25	0	8	512
Total Expenses	$ 226,922	$ 19,868	$ 79,420	$1,747,745

-Continued on Next Page-

See Notes and Independent Auditor's Report

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Functional Expenses
For The Years Ended June 30,

	FUNDRAISING	GENERAL MANAGEMENT	2018 TOTAL	2017 TOTAL
Expenses:				
Salaries and Wages	$ 0	$ 524,054	$ 1,695,036	$1,397,983
Payroll Taxes	0	37,496	128,152	105,907
Employee Benefits	0	133,055	264,113	183,678
Management Fee	0	0	0	91,252
Rent	0	21,051	61,153	64,665
Utilities	0	14,501	62,273	61,921
Professional Fee	0	68,036	140,109	61,099
Depreciation	0	1,639	55,843	49,931
Food	0	1,950	69,902	52,267
House Supplies	0	8,757	38,086	34,463
Insurance	0	22,345	35,226	28,843
Office Expense	0	9,722	15,454	26,600
Supplies	0	12,824	18,833	17,091
Bad Debt	0	0	0	14,000
Fees	0	4,044	4,962	5,450
Staff Development	0	2,986	8,617	6,737
Conference & Conventions	0	1,415	1,455	6,261
Travel	0	3,258	9,439	5,000
Printing & Reproduction	0	1,556	2,007	4,515
Client Recreation	0	122	689	4,275
Advertising	0	4,821	8,568	4,172
Equipment Rent	0	193	1,141	1,410
Miscellaneous	0	0	0	2,173
State Admin	0	7	7	105
Interest	0	6,106	6,106	4,354
Repairs	0	0	512	3,915
Donations In-Kind	0	88	88	0
Total Expenses	$ 0	$ 880,026	$ 2,627,771	$2,238,067

See Notes and Independent Auditor's Report

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	Unrestricted	Temporarily Restricted	2018 Totals	2017 Totals
Cash Flows from Operating Activities:				
Net Increase (Decrease) in Net Assets	$ (194,025)	$ (6,461)	$ (200,486)	$ (180,177)
Adjustments to reconcile changes in net assets to net cash provided (used) by operating activities:				
Depreciation	55,843	0	55,843	49,931
(Gain)/Loss on Disposal of Equipment	708	0	708	0
(Increase) Decrease in Accounts Receivable	(6,365)	0	(6,365)	(889)
(Increase) Decrease in Prepaid Expenses	456	0	456	(4,336)
Increase (Decrease) in Accounts Payable	16,432	0	16,432	(113,926)
Increase (Decrease) in Accrued Liabilities	(43,056)	0	(43,056)	27,749
Increase (Decrease) in Accrued Payroll	(11,499)	0	(11,499)	24,143
Increase (Decrease) in Deferred Revenue	(51,610)	0	(51,610)	40,250
Total Adjustments	(39,091)	0	(39,091)	22,922
Net Cash Flows Provided (Used) by Operating Activities	(233,116)	(6,461)	(239,577)	(157,255)
Cash Flows from Investing Activities:				
Acquisitions of Fixed Assets	0	0	0	(120,419)
Net Cash Flows Provided (Used) by Operating Activities	0	0	0	(120,419)
Cash Flows from Financing Activities:				
Principal Payments on Capital Lease	(4,005)	0	(4,005)	(3,137)
Proceeds from Line of Credit	25,000	0	25,000	0
Net Cash Flows Provided by (Used for) Financing Activities	20,995	0	20,995	(3,137)
Net Increase (Decrease) in Cash and Cash Equivalents	(212,121)	(6,461)	(218,582)	(280,811)
Cash and Equivalents - Beginning of Year	371,977	29,000	400,977	681,789
Cash and Equivalents - End of Year	$ 159,856	$ 22,539	$ 182,395	$ 400,978

See Notes and Independent Auditor's Report

SOUTHEASTERN NEW HAMPSHIRE ALCOHOL & DRUG
ABUSE SERVICES AND AFFILIATE
Consolidated Statements of Cash Flows
For The Years Ended June 30,

	Unrestricted	Temporarily Restricted	2018 Totals	2017 Totals
Supplemental Cash Flow Information				
Cash Paid For:				
Interest (net of amount capitalized)	$ 6,106	$ 0	$ 6,106	$ 4,354

See Notes and Independent Auditor's Report

Nature of Organization & Activities:

Southeastern New Hampshire Alcohol & Drug Abuse Services (the "Organization"), is a non-profit organization formed under the laws of the State of New Hampshire in 1979, dedicated to helping people recover from addictive disorders thru programs that focus on substance use disorders as chronic, progressive, biological, psychological and social in nature.

Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation (the "Affiliate"), is a non-profit organization formed under the laws of the State of New Hampshire in 2004 for the purpose to raise funds for the Organization.

Note 1 - Summary of Significant Accounting Principles:

A. Method of Accounting

The accompanying consolidated financial statements have been prepared using the accrual basis of accounting, in accordance with accounting principles generally accepted in the United States of America.

B. Consolidation Policy

The consolidated financial statements include the accounts of Southeastern New Hampshire Alcohol & Drug Abuse Services and Southeastern New Hampshire Alcohol & Drug Abuse Services Foundation. All significant intercompany transactions are eliminated in the consolidated financial statements.

The Foundation, due to substantial control by the Organization, is consolidated in these financial statements.

C. Basis of Presentation

The Organization presents the consolidated financial statements following the Not-For-Profit Entities topic of the FASB Accounting Standards Codification with respect to financial statement presentation. Under this topic, the Organization is required to report information regarding its financial position and activities according to the three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. In addition, the Organization is required to present a statement of cash flows. The financial statements are presented using the three classes of net assets and are as follows:

Unrestricted Net Assets:
The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - Continued:

C. Basis of Presentation - Continued

Temporarily Restricted Net Assets:
The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. The Temporarily Restricted Net Assets at June 30, 2018 and 2017 are $22,539 and $29,000, respectively.

Permanently Restricted Net Assets:
The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2018 and 2017.

D. Cash and Cash Equivalents

For purposes of the consolidated statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

E. Use of Estimates in the Preparation of Financial Statements

Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

F. Income Taxes

The Organization and the Affiliate is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Organization's evaluation on June 30, 2018 revealed no uncertain tax positions that would have a material impact of the financial statements.

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Income Taxes

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

G. Fixed Assets

Property and equipment are carried at cost and donations of property and equipment are recorded as support at fair value at the time of the gift. Acquisitions of property and equipment in excess of $1,500 that meet the capitalization requirements are capitalized. Depreciation is computed using the straight-line method based on the assets' estimated useful lives. When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized. The breakdown of assets relevant to useful life is as follows:

Description	Method	Life
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Buildings and Improvements	Straight-Line	5-39 years

H. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. The Organization determines an allowance for doubtful accounts based on historical experience and assessment and review of subsequent collections. The balance for allowance for doubtful accounts at June 30, 2018 and 2017 is $25,654 and $29,000, respectively.

I. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

J. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were $ 8,568 and $4,172 for the year ended June 30, 2018 and 2017.

-Continued on Next Page-

Note 1 - Summary of Significant Accounting Principles - Continued:

K. Functional Allocation of Expenses

The costs of the Organization's programs and supporting services have been reported on a functional basis in the Statement of Functional Expenses. Expenses are charged to each program based on direct expenses incurred. Any program expenses not directly chargeable to a program are allocated based on prescribed indirect cost allocation.

Note 2 – Capital Lease:

The Organization leased two copiers with a total value of $21,250 under a five year noncancelable lease. The minimum lease payments are schedule to be $620 per month at 24.70%. The future minimum lease payments at June 30, 2018 are as follows:

For The Fiscal Years Ended June 30,		Notes Payable
2019	$	5,116
2020		6,533
Totals	**$**	**11,649**

Note 3 – Operating Lease:

The Organization extended its rental lease until December, 2025, for certain property located in the Alms House Building at Strafford County Farm Complex. The minimum lease payments were $4,659 and $4,483 per month, for the years ended June 30, 2018 and 2017, respectively. The rent payments are adjusted per the percentage increase of the consumer price index (CPI) in the Boston Area as of January 1 of those years, and on such other terms and conditions as the parties may agree. Rent expense for the year ended June 30, 2018 and 2017 was $61,153 and $64,582. The future minimum lease payments at June 30, 2018 are as follows:

For The Fiscal Years Ended June 30,		Rent Expense
2019	$	55,908
2020		55,908
2021		55,908
2022		55,908
2023		55,908
Thereafter		142,100
Totals	**$**	**421,640**

-Continued on Next Page-

Note 4 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 5 – Concentration of Revenues and Support Sources:

The Organization's primary sources of revenues are grants for prevention and treatment of substance abuse. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services performed for citizens of New Hampshire and miscellaneous income and grants.

Note 6 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These transactions have been recorded as follows.

	2018	2017
Donated rent, materials, equipment and food	$ 13,577	$ 11,333

Note 7 – Deferred Revenue:

Revenues received in advance are recorded as deferred revenue and recognized as revenue in the period in which the related services are provided or costs are incurred. The balance at June 30, 2018 and 2017 is $3,640 and $55,250, respectively.

Note 8 – Line of Credit:

The Organization has a revolving line of credit with a bank in the amount of $50,000. The line requires monthly interest payments on the unpaid principal balance at the rate of 1.5% over the bank's stated rate. The line of credit is secures by a security interest in all business assets. At June 30, 2018 and 2017, the outstanding balances were $25,000 and $-0- on the line.

Note 9 – Compensated Absences:

Compensated absences are granted based on a vesting schedule of time of employment and employment status. The amount at June 30, 2018 and 2017 totaled $41,035 and $48,491.

-Continued on Next Page-

Note 10 – Employee Retirement Plan:

All employees of the Organization who have completed minimum service requirements are eligible to participate in the tax sheltered annuity plan qualified under section 403(b) of the Internal Revenue Code. Participants in the Plan are eligible to contribute amounts up to the maximum allowed by law on an annual basis. In addition, the Organization may make non-elective contributions as defined by the plan. Plan expenses for the year ending June 30, 2018 and 2017 were $18,828 and $24,010, respectively.

Note 11 – Going Concern:

Substantial Doubt Alleviated

As shown in the accompanying consolidated financial statements, the Organization incurred a net loss $200,488 and $180,176 for the years ending June 30, 2018 and 2017, and as of those dates, has seen a large decrease in cash funds and increase in receivables that have had to be written off as third party payers are not obligated to pay the entire amount of services rendered. Those factors, as well as the uncertain conditions of future funding from third party payers and the subsequent closure of the ARC program, create uncertainty about the Company's ability to continue as a going concern. Management of the Organization has evaluated these conditions and determined that a reduction in staff and closure of the ARC Program to focus maximizing capacity with the Turning Point Program, combined with new management since the beginning of the fiscal year, would alleviate this uncertainty.

Note 12 – Reclassifications:

Certain reclassifications have been made to the 2018 consolidated financial statement presentations to correspond to the current year's format. Total net assets and changes in net assets are unchanged due to these reclassifications.

Note 13 – Subsequent Events:

The Organization has evaluated subsequent events thru October 22, 2018, which is the date the financial statements were available to be issued, for possible recognition or disclosure in the financial statements. As of August 16, 2018, the Organization closed the ARC Program.

Southeastern NH Alcohol and Drug Abuse Services
Board of Trustees

Name of Board Member	Member Effective Date	Title of Board Member
Kevin MacLeod	Jun-81	Trustee
Francis Cassidy	Jan-82	Trustee
William Webb	Mar-97	Trustee
Dr. Lawrence Kane	Sep-00	Trustee
Robert Ullrich	Feb-07	Trustee
Alec McEachern	Jul-10	Trustee
Mark Stickney	Nov-15	Chair
Sr. Helene Higgins	Aug-18	Trustee
Mark Kennard	Aug-18	Treasurer
Ryan Cornelissen	Mar-19	Trustee

DENISE M. ELWART

delwart@co.strafford.nh.us, 603-516-8170

EDUCATION

Master of Business Administration, University of Michigan. Flint, MI. *High Distinction.* August 2008
Associate of Business, Accounting/CPA Exam Preparation, Lansing Community College. Lansing, MI. *Summa cum laude.* May 2002
Bachelor of Science, Medical Technology, Michigan State University. East Lansing, MI. June 1990

ACCOUNTING AND BUSINESS EXPERIENCE

Operations Director, Southeastern NH Services — Dover, NH Oct 2017 – present

- Establish accounting systems and practices to ensure GAAP compliance
- Responsible for day-to-day financial requirements including budgeting, reporting and analysis
- Prepare and submit required payroll tax forms, license renewals, insurance credentialing and other government and agency required forms
- Oversee human resources including new hires, terminations, discipline, annual reviews and benefits
- Oversee building and maintenance
- Directly supervise four employees
- Promoted to Finance Director in Aug 2018 and Operations Director in April 2019

Business Administrator, Michigan State University. — East Lansing, MI June 2011 – May 2017

- Fiscal officer for Department of Physiology. Review departmental financial statements and approve department expenditures. Develop budgets and assist in raise process.
- Grant administrator. Approve grant proposals. Post-award administration of grants. Approve expenditures, review financial statements, effort reports and final financial reports to agencies.
- Reconcile and approve procurement card purchases.
- Track capital assets for department, including tagging of new assets, disposal of assets and annual inventory of assets.
- Supervised five employees.
- Completed MSU certificate in Finance Administration in April 2012.
- Completed MSU certificate in Research Administration in December 2012.
- Promoted from a level 11 to a level 13 in July, 2012.

Senior Accountant. Sparrow Health System. — Lansing, MI. Sep 2003 – June 2011

- Primary accountant for two for-profit subsidiaries: Sparrow Regional Medical Supply & Pharmacy, a chain of five stores, and the Courtside Grill, a small restaurant. Prepared journal entries, financial statements, and reconciliations.
- Assisted with accounting function for four other subsidiaries, including the consolidation of financial reports.
- Assisted with preparation of federal, state and local income taxes, as well as sales tax and personal property tax forms.
- Responsible for the initial set up and testing of the asset management system module in Lawson. Set up four related entities on the Lawson accounting system.
- Performed accounts payable functions, including training new employees and writing procedures.
- Additional duties included audit preparation, budgeting and other projects as assigned.
- Service Excellence Advisor - taught workshops on customer service to other employees and facilitated staff meetings to implement customer service initiatives.
- Promoted to Senior Accountant in October, 2008.

LAURIE MEEHAN

1001 Islington St #45
Portsmouth, NH 03801
(603) 431-2399

CAREER OBJECTIVE

To utilize social work skills to benefit children, adults and families in need of support through appropriate human services programs.

SUMMARY

Dedicated and skilled professional with over ten years of diverse experience in social work, combined with solid academic credentials. Ability to communicate effectively with clients and motivate them toward independence. Effectively locate and utilize resources from municipal, state, federal and social organizations. Computer literate. Trained in addiction counseling.

EXPERIENCE

Addiction Recovery Center Counselor 2003 - Present
SOUTHEASTERN NEW HAMPSHIRE SERVICES, DOVER, NH

Hired to work in the six week residential treatment program. Duties include individual counseling, lecturing, facilitating group therapy, facilitating the family education program on Sundays.

TRANSITIONAL HOUSING DIRECTOR, 1997 TO 2003
MY FRIEND'S PLACE, DOVER, NH

Hired to develop program for transitioning homeless families into community-based housing (program sponsors residents in six apartments within the local community). Provide family case management and work with heads of households to resolve problems that could impede their readjustment. Coordinate all services and resources that the families require. Provide counseling, referrals and transportation. Oversee property management of sponsored apartments. Communicate with and track families throughout the process to maintain their progression toward independence. Provide grant administration including defending the HUD grant before the HUD Administration.

- Worked with 15 families in the past year; majority of cases handled over the years are now successfully maintaining independent housing.

CASE MANAGER/RESIDENT MANAGER, SEPTEMBER 1994 TO SEPTEMBER 1997
MY FRIEND'S PLACE, DOVER, NH

Conducted assessments and/or arranged referrals, provided crisis intervention and outreach services for single parent families, facilitated groups including therapeutic, educational and mutual aid. Networked within the community to develop positive relationships.

- Assisted in creating a grant proposal for transitional housing for single homeless women

COUNSELOR/VOLUNTEER COORDINATOR, SEPTEMBER 1996 TO MAY 1997
NEW HAMPSHIRE HOUSING AUTHORITY RE-EDUCATION AND ASSISTANCE PROGRAM, ROCHESTER, NH

Provided substance abuse education and counseling for elderly population. Developed and facilitated a support group for elderly residents of subsidized housing. Recruited, trained and supervised volunteers to provide peer support.

- Assisted in the development of a conference on intergenerational issues

EMPLOYMENT COORDINATOR, 1993 TO 1995
A.G.A.P.E (AGENCY GIVING ALTERNATIVES FOR PERMANENT EMPLOYMENT), MADBURY, NH

Conducted assessments to determine vocational placements for developmentally disabled individuals. Collaborated with NH Vocational Rehabilitation to develop appropriate placement plans. Educated employers regarding the individual needs of the developmentally disabled population.

- Educated employers regarding the individual needs of the developmentally disabled population.

ALLOCATIONS COMMITTEE MEMBER, 1994
Greater Seacoast United Way, Portsmouth, NH

RAPE CRISIS COUNSELOR, 1993
Sexual Assault Support Services, Portsmouth, NH

LICENSE

MLADC NH 20118

EDUCATION

M.S.W., MAY 1997
University of New England Graduate School of Social Work, Biddeford, ME

B.S., MAJOR IN BEHAVIORAL SCIENCE, MAY 1993
University of New Hampshire, Durham, NH

VOLUNTEER WORK

STEERING COMMITTEE, HEALTHCARE FOR THE HOMELESS, DECEMBER 2002 TO PRESENT
Mobile healthcare facility providing medical, dental, drug/alcohol, HIV and other types of health screening for homeless people in the Seacoast area.

VOLUNTEER, SYSTEMS FOR SUCCESS
Worked with groups using art and creativity to enable people to motivate and express themselves. Taught people to set and accomplish their own goals.

VOLUNTEER, HOMELESS CENTER OF STRAFFORD COUNTY EMERGENCY SHELTER
Train volunteers and provide case management.

PROFESSIONAL ASSOCIATIONS

MEMBER, STRAFFORD COUNTY HOUSING CONSORTIUM
Committee meets monthly to discuss homeless issues and housing, plan strategies to end homelessness. Currently working on establishing sober housing for women in the Dover area.

MEMBER, SEACOAST LANDLORD ASSOCIATION
Work with area landlords on tenant issues and securing housing for homeless clients.

REFERENCES AVAILABLE UPON REQUEST

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Denise Elwart	Operations Director	75,000	16%	12,000
Laurie Meehan	Interim Clinical Director	63,000	8%	5,000

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 14, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into a sole source amendment to eight (8) of the thirteen (13) vendors listed below in bold, to provide substance use disorder treatment and recovery support services, statewide, by increasing the total combined price limitation by $3,362,900 from $4,915,198 to an amount not to exceed $8,278,098 with no change in the completion date of June 30, 2019, effective upon the date of Governor and Executive Council approval. 69.35% Federal, 13.50% General, and 17.15% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget	G&C Approval
Dismas Home of New Hampshire, Inc.	**$240,000**	**$3,400**	**$243,400**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
FIT/NHNH, Inc.	$854,031	$0.00	$854,031	O: 07/27/18 Item #7 A: 11/14/18 Item #14
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0.00	$247,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
Greater Nashua Council on Alcoholism	**$624,599**	**$890,300**	**$1,514,899**	**O: 07/27/18 Item #7**
Headrest	**$147,999**	**$80,600**	**$228,599**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Manchester Alcoholism Rehabilitation Center	**$1,118,371**	**$1,091,800**	**$2,210,171**	**O:06/20/18 Late Item G A: 07/27/18 Item**

				#7
Hope on Haven Hill	**$278,641**	**$218,400**	**$497,041**	**O: 07/27/18 Item #7**
North Country Health Consortium	**$287,406**	**$114,200**	**$401,606**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Phoenix Houses of New England, Inc.	**$232,921**	**$584,600**	**$817,521**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
Seacoast Youth Services	$73,200	$0.00	$73,200	O:06/20/18 Late Item G A: 07/27/18 Item #7
Southeastern New Hampshire Alcohol & Drug Abuse Services	**$589,540**	**$379,600**	**$969,140**	**O:06/20/18 Late Item G A: 07/27/18 Item #7**
The Community Council of Nashua, N.H.	$162,000	$0.00	$162,000	O:06/20/18 Late Item G A: 07/27/18 Item #7
West Central Services, Inc.	$59,490	$0.00	$59,490	O:06/20/18 Late Item G A: 07/27/18 Item #7
Total	**$4,915,198**	**$3,362,900**	**$8,278,098**	

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Please see attached financial details.

EXPLANATION

This request is **sole source** because the increase to the price limitation for eight (8) vendor exceeds ten (10) percent of the total contract value.

Substance use disorders develop when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet

major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

This amendment will allow the above eight (8) vendors listed above in bold to continue and potentially expand access to residential treatment services provided to Medicaid-covered individuals with opioid use disorder (OUD). Funds in this amendment will be used to cover $100 of room and board payments for Medicaid beneficiaries with OUD in low and high intensity residential treatment services. These funds will support existing residential programs to continue serving the Medicaid population, which has been cited as a challenge by treatment providers as a result of differing rates of reimbursement between Medicaid and Commercial payers. The vendors above will also continue to offer their existing array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential services.

This amendment is part of the State's recently approved plan under the State Opioid Response (SOR) grant, which identified access to residential treatment as a funding priority. The Substance Abuse and Mental Health Services Administration (SAMHSA) approved NH's proposal in September, with the expectation that funds are in services for communities within the third month of grant award. The eight (8) vendors above will use these funds to ensure that individuals with OUD receiving high or low intensity residential treatment have continued and/or expanded access to the necessary level of care, which increases their ability to achieve and maintain recovery.

Additionally, the Department will continue to monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. Contractor financial health is also being monitored monthly.

Should the Governor and Executive Council not authorize this request residential treatment programs may have to limit the availability of beds for individuals with OUD on Medicaid, which would delay access to care for those individuals.

Area served: Statewide.

Source of Funds: 69.35% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, Substance Abuse and Mental Health Services Administration State Opioid Response Grant, CFDA #93.788, and 13.50% General Funds and 17.15% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,759	$0	$194,759
Sub-total			$194,759	$0	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$188,372	$0	$188,372
Sub-total			$188,372	$0	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$84,035	$0	$84,035
Sub-total			$84,035	$0	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$1,419,560	$0	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$451,016	$0	$451,016
Sub-total			$451,016	$0	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$436,227	$0	$436,227
Sub-total			$436,227	$0	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$194,606	$0	$194,606
Sub-total			$194,606	$0	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$3,287,382	$0	$3,287,382

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT (100% Federal Funds, FAIN H79TI081685 CFDA 93.788)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$3,400	$3,400
Sub-total			$0	$3,400	$3,400

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

2019	102-500734	Contracts for Prog Svc	$0	$1,091,800	$1,091,800
Sub-total			$0	$1,091,800	$1,091,800

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$208,256	$0	$208,256
Sub-total			$208,256	$0	$208,256

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$0	$0
Sub-total			$0	$0	$0

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$890,300	$890,300
Sub-total			$0	$890,300	$890,300

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$80,600	$80,600
Sub-total			$0	$80,600	$80,600

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$218,400	$218,400
Sub-total			$0	$218,400	$218,400

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$114,200	$114,200
Sub-total			$0	$114,200	$114,200

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$584,600	$584,600
Sub-total			$0	$584,600	$584,600

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") dated this 30th day of August, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol & Drug Abuse Services., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 272 Country Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item 7) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, completion date, price limitation and payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and increase the price limitation to support continued delivery of these services;

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $969,140.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

4. Delete and Replace Exhibit A, Scope of Services with Exhibit A, Amendment #2, Scope of Services.

5. Delete and Replace Exhibit B, Methods and Conditions Precedent to Payment with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

6. Delete and Replace Exhibit B-1, Service Fee Table, with Exhibit B-1, Amendment #2, Service Fee Table.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

11/15/18
Date

Katja S. Fox
Director

Contractor Name

11/13/18
Date

Name: Nicholas Pfeifer
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 11-13-2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Tracy L. Mantos HR Administrator
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 8, 2022

TRACY L MANTOS
Notary Public - New Hampshire
My Commission Expires Nov 8, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/14/2018
Date

Name: Nancy J. Smith
Title: Sr. Asst Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.5. **Standard Compliance**

1.5.1. The Contractor must meet all information security and privacy requirements as set by the Department.

1.5.2. State Opioid Response (SOR) Grant Standards

1.5.2.1. The Contractor must establish formal information sharing and referral agreements with the Regional Hubs for Substance Use Services, compliant with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.

1.5.2.2. The Department must be able to verify that client referrals to the Regional Hub for Substance Use Services have been completed by Contractor prior to accepting invoices for services provided through SOR funded initiatives.

1.5.2.3. The Contractor shall only provide Medication Assisted Treatment (MAT) with FDA-approved MAT for Opioid Use Disorder (OUD). FDA-approved MAT for OUD includes:

1.5.2.3.1. Methadone.

1.5.2.3.2. Buprenorphine products, including:

1.5.2.3.2.1. Single-entity buprenorphine products.

1.5.2.3.2.2. Buprenorphine/naloxone tablets,

1.5.2.3.2.3. Buprenorphine/naloxone films.

1.5.2.3.2.4. Buprenorphine/naloxone buccal preparations.

1.5.2.3.3. Long-acting injectable buprenorphine products.

1.5.2.3.4. Buprenorphine implants.

1.5.2.3.5. Injectable extended-release naltrexone.

1.5.2.4. The Contractor shall not provide medical withdrawal management services to any individual supported by SOR Funds, unless the withdrawal management service is accompanied by the use of injectable extended-release naltrexone, as clinically appropriate.

1.5.2.5. The Contractor shall ensure that clients receiving financial aid for recovery housing utilizing SOR funds shall only be in a recovery housing facility that is aligned with the National Alliance for Recovery Residences standards and registered with the State of New Hampshire, Bureau of Drug and Alcohol Services in accordance with current NH Administrative Rules.

1.5.2.6. The Contractor must assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.5.2.7. The Contractor shall accept clients on MAT and facilitate access to MAT on-site or through referral for all clients supported with SOR Grant funds, as clinically appropriate.

1.5.2.8. For clients identified as at risk of or with HIV/AIDS, the Contractor shall coordinate with the NH Ryan White HIV/AIDs program.

1.5.2.9. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Hub contractors including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services;

2.2.2.4.2. Referring any client receiving room & board payment to the Hub;

2.2.2.4.3. Referring clients to Hub services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.4.4. Referring clients to Hub services at the time of discharge when a client is in need of Hub services.

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) and which exceed the minimum case management expectations for the level of care.

2.4.2.2. Transportation for Pregnant Women and Parenting Men and Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting men and

women to and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Parenting Clients:

2.4.2.3.1. The Contractor may provide child care to children of parenting clients while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact must be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact must be documented in the client record or call log

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income must be documented in the client record.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.5 and 2.3.2 within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, complete a clinical evaluation utilizing Continuum or an alternative method approved by the Department that include DSM 5 diagnostic information and a

recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may choose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Hub in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. Regional Hub(s)

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above except that clients who refuse to consent to information sharing with the Regional Hub(s) shall not receive services utilizing State Opioid Response (SOR) funding.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract except that clients who rescind consent to information sharing with the Regional Hub(s) shall not receive any additional services utilizing State Opioid Response (SOR) funding.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance must be clearly documented in the client record.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate

withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates must include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients



functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Regional Hub(s) as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that

justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served. Including, but not limited to:

3.1.2.1. Licensed counselors defined as MLADCs, LADCs, and individuals licensed by the Board of Mental Health Practice or the Board of psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.3. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values; and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171; and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in

Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

5.5. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to

the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

The following performance measures are required for client services rendered from SOR funding only.

9.1. The Contractor must ensure that 100% of clients covered by room and board payments for residential levels of care 3.1 and/or 3/5 under this contract that enter care directly through the Vendor who consent to information sharing with the Regional Hub for SUD Services receive a Hub referral for ongoing care coordination.

9.2. The Contractor must ensure that 100% of clients referred to them by the Regional Hub for SUD Services for residential levels of care 3.1 and/or 3.5 who will be covered by room and board payments under this contract have proper consents in place for transfer of information for the purposes of data collection between the Hub and the Vendor.

The following performance measures are required for client services rendered from all sources of funds.

9.3. The Contractor's contract performance shall be measured as in Section 9.4 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.4. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.4.1. Initiation: % of clients accessing services within 14 days of screening;

9.4.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

9.4.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

9.4.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

9.4.5. Treatment completion: % of clients completing treatment; and National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.4.5.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.4.5.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.4.5.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.4.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.4.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

10. Contract Compliance Audits

10.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2. The Contractor shall ensure the corrective action plan shall include:

10.2.1. The action(s) that will be taken to correct each deficiency;

10.2.2. The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3. The specific steps and time line for implementing the actions above;

10.2.4. The plan for monitoring to ensure that the actions above are effective; and

10.2.5. How and when the vendor will report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959);
   2.4. Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant (CFDA #93.788); and
   2.5. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Amendment #2 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.
   3.3. Notwithstanding Section 3.1 above, the Contractor must seek reimbursement from the State for services provided under this contract when a client needs a service that is covered by the payers listed in Section 3.1, but payment of the deductible or copay would constitute a financial hardship for the client.

3.4. The Contractor shall provide a final budget for State Fiscal Year 2021 no later than March 31, 2020 for Department approval, which shall be submitted for Governor and Executive Council approval no later than June 30, 2020.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Amendment #2 Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Amendment #2 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, Amendment #2, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1, Amendment #2, . Except when the client's deductible or copay creates a financial hardship as defined in section 3.3.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Amendment #2.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1, Amendment #2 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Amendment #2, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2, Section 11 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Amendment #2, except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Amendment #2, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Amendment #2 Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing information for: Room and Board for Medicaid clients with Opioid Use Disorder (OUD)

6.1. The Contractor shall invoice the Department for Room and Board payments up to $100/day for Medicaid clients with OUD in residential levels of care 3.1 and/or 3.5.

6.2. The Contractor shall maintain documentation of the following:

6.2.1. Medicaid ID of the Client;

6.2.2. WITS ID of the Client (if applicable)

6.2.3. Period for which room and board payments cover;

6.2.4. Level of Care for which the client received services for the date range identified in 6.2.3

6.2.5. Amount being billed to the Department for the service

6.3. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for room and board in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted in a Department approved manner.

6.4. The Contractor shall ensure that clients receiving services rendered from SOR funds have a documented history of/or current diagnoses of Opioid Use Disorder.

6.5. The Contractor shall coordinate ongoing client care for all clients with documented history of/or current diagnoses of Opioid Use Disorder, receiving services rendered from SOR funds, with regional HUB (s) for Substance Use Disorder services in accordance with 42 CFR Part 2.

7. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

7.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

7.2. Medication:

7.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

7.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

7.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

7.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

7.2.4. The Contractor shall maintain documentation of the following:

7.2.4.1. WITS Client ID #;

7.2.4.2. Period for which prescription is intended;

7.2.4.3. Name and dosage of the medication;

7.2.4.4. Associated Medicaid Code;

7.2.4.5. Charge for the medication.

7.2.4.6. Client cost share for the service; and

7.2.4.7. Amount being billed to the Department for the service.

7.3. Physician Time:

7.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

7.3.2. The Contractor shall seek reimbursement according to Exhibit B-1, Amendment #2 Service Fee Table.

7.3.3. The Contractor shall maintain documentation of the following:

7.3.3.1. WITS Client ID #;

7.3.3.2. Date of Service;

7.3.3.3. Description of service;

7.3.3.4. Associated Medicaid Code;

7.3.3.5. Charge for the service;

7.3.3.6. Client cost share for the service; and

7.3.3.7. Amount being billed to the Department for the service.

7.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

8. Charging the Client for Room and Board for Low-Intensity Residential Treatment

8.1. The Contractor may charge the client fees for room and board, in addition to:

8.1.1. The client's portion of the Contract Rate in Exhibit B-1, Amendment #2 using the sliding fee scale

8.1.2. The charges to the Department

8.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

8.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

8.4. The Contractor shall maintain records to account for the client's contribution to room and board.

9. Additional Billing Information: Intensive Case Management Services:

9.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

9.2. The Department will not pay for intensive case management provided to a client prior to admission.

9.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

10. Additional Billing Information: Transportation

10.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

10.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1, Amendment #2 Service Fee Table for

Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

10.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Charging for Child Care

11.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

11.1.1. At the hourly rate in Exhibit B-1, Amendment #2 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

11.1.2. At the actual cost to purchase childcare from a licensed child care provider.

11.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

11.3. The Contractor will invoice the Department according to Department instructions.

12. Sliding Fee Scale

12.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

12.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%

300% - 349%	57%
350% - 399%	77%

12.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

13. Submitting Charges for Payment

13.1. The Contractor shall submit billing through the Web Information Technology System (WITS) for services listed in Exhibit B-1, Amendment #2 Service Fee Table. The Contractor shall:

13.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

13.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

13.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

13.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

13.1.5. Submit separate batches for each billing month.

13.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

13.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.

15. The Contractor will keep detailed records of their activities related to Department funded programs and services.

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

18.2.1. Make cash payments to intended recipients of substance abuse services.

18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any

applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.1.	Clinical Evaluation	$275.00	Per evaluation
1.2.	Individual Outpatient	$22.00	15 min
1.3.	Group Outpatient	$6.60	15 min
1.4.	Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
1.5.	Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
1.6.	Low-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.7.	High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
1.8.	High-Intensity Residential for Medicaid clients with OUD-Enhanced Room and Board	$100.00	Per day
1.9.	Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
1.10.	Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
1.11.	Recovery Support Services: Individual Intensive Case Management	$16.50	15 min

	Service	Contract Rate: Maximum Allowable Charge	Unit
1.12.	Recovery Support Services: Group Intensive Case Management	$5.50	15 min
1.13.	Staff Time for Child Care Provided by the Contractor, only for children of Parenting Clients	Actual staff time up to $20.00	Hour
1.14.	Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Parenting Clients	Actual cost to purchase Child Care	According to the Child Care Provider
1.15.	Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women and Men	Actual staff time up to $5.00	Per 15 minutes
1.16.	Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women and Men	Department's standard per mile reimbursement rate	Per Mile
1.17.	Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women and Men	Actual cost to purchase Transportation	According to the Transportation Provider

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Kath S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
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July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into retroactive Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective retroactive to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late Item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,408	$0	$287,408
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

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

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Bailey, Prog Specialist IV, Child Bhvl Health
4. Pasi Klemen, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Bvl Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	282	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNOVA, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	384	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carroll County
14. Phoenix Houses of New England, Inc.	440	381	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	378	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	139**	Carroll County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

03-65-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH Vendor Code: TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FITA/OHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$957,294	$487,196	$1,419,580

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/KKNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,977	$1,549,016	$4,706,993

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southeastern New Hampshire Alcohol & Drug Abuse Services, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 272 County Farm Road, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

10. Contract Compliance Audits

10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 13, in its entirety.

The rest of this page intentionally left blank.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

Katja S. Fox
Director

Southeastern New Hampshire Alcohol & Drug Abuse Services

Date

Name:
Title:

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 6/27/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Tracy L. Mantos - HR Coordinator
Name and Title of Notary or Justice of the Peace

My Commission Expires:

TRACY L MANTOS
Notary Public - New Hampshire
My Commission Expires Nov 8, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/18
Date

Name: Megan A. Pyle
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

9

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 · 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 56.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,408
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,640
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2018-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Bjelkay, Prog Specialist IV, Child Bhvl Health
4. Paul Klaman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Bnf Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	282	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	294	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	293	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	315	Seacoast
16. Seacoast Youth Services	440	315	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	331	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

03-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 164112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Fernum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,268		$337,268
Sub-total			$337,268	$0	$337,268

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 178228-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$88,678		$88,678
Sub-total			$88,678	$0	$88,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177539-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

SouthEastern NH Alcohol and Drug Services Vendor Code 155282-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177664-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$852,394	$0	$852,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH
Manchester Alcoholism Rehab Ctr/Fernum Vendor Code: 177204-B006

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,384		$103,384
Sub-total			$103,384	$0	$103,384

North Country Health Consortium Vendor Code: 166557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177684-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,648		$41,648
Sub-total			$41,648	$0	$41,648
Total Clinical Svs			$2,209,523	$0	$2,209,523
Grand Total All			$3,167,927	$0	$3,167,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-11)

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 Southeastern New Hampshire Alcohol & Drug Abuse Services		1.4 Contractor Address 272 County Farm Road Dover NH 03820	
1.5 Contractor Phone Number 603-516-8164	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $589,540
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Sharon Drake		1.12 Name and Title of Contractor Signatory Sharon Drake CEO	

1.13 Acknowledgement: State of NH, County of Strafford

On 5/31/18, 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] Tracy L. Mantos

TRACY L MANTOS
Notary Public - New Hampshire
My Commission Expires Nov 8, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Tracy L. Mantos, Notary

1.14 State Agency Signature Katja S Fox Date: 6/7/18	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. Yeglo-Attorney	On: 6/8/18
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

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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.

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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.

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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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.3.1.4. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance use disorder treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Adult residents typically work in the community and may pay a portion of their room and board.

2.3.1.5. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.5. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.

2.3.2. The Contractor may provide Integrated Medication Assisted Treatment only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.5 to a client.

2.3.2.1. Integrated Medication Assisted Treatment services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. The Contractor shall provide non-medical treatment services to the client in conjunction with the medical services provided either directly by the Contractor or by an outside medical provider. The Contractor shall be responsible for coordination of care and meeting all requirements for the service provided. The Contractor shall deliver Integrated Medication Assisted Treatment services in accordance with guidance provided by



the Department, "Guidance Document on Best Practices: Key Components for Delivery Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in New Hampshire."

2.4. Recovery Support Services

2.4.1. Upon approval of the Department, the Contractor may provide recovery support services that will remove barriers to a client's participation in treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

2.4.2. The Contractor may provide recovery support services only in coordination with providing at least one of the services in Section 2.3.1.1 through 2.3.1.6 to a client, as follows:

2.4.2.1. Intensive Case Management

2.4.2.1.1. The Contractor may provide individual or group Intensive Case Management in accordance with SAMHSA TIP 27: Comprehensive Case Management for Substance Abuse Treatment (https://store.samhsa.gov/product/TIP-27-Comprehensive-Case-Management-for-Substance-Abuse-Treatment/SMA15-4215) **and which exceed the minimum case management requirements for the ASAM level of care.**

2.4.2.1.2. The Contractor will provide Intensive Case Management by a:

2.4.2.1.2.1. Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Counselor or

2.4.2.1.2.2. A Certified Recovery Support Worker (CRSW) under the supervision of a Licensed Supervisor or

2.4.2.1.2.3. Licensed Counselor

2.4.2.2. Transportation for Pregnant and Parenting Women:

2.4.2.2.1. The Contractor may provide transportation services to pregnant and parenting women to

and from services as required by the client's treatment plan.

2.4.2.2.2. The Contractor may use Contractor's own vehicle, and/or purchase public transportation passes and/or pay for cab fare. The Contractor shall:

2.4.2.2.2.1. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations.

2.4.2.2.2.2. Ensure that all vehicles are registered pursuant to New Hampshire Administrative Rule Saf-C 500 and inspected in accordance with New Hampshire Administrative Rule Saf-C 3200, and are in good working order

2.4.2.2.2.3. Ensure all drivers are licensed in accordance with New Hampshire Administrative Rules, Saf-C 1000, drivers licensing, and Saf-C 1800 Commercial drivers licensing, as applicable.

2.4.2.3. Child Care for Pregnant and Parenting Women:

2.4.2.3.1. The Contractor may provide child care to children of pregnant and parenting women while the individual is in treatment and case management services.

2.4.2.3.2. The Contractor may directly provide child care and/or pay for childcare provided by a licensed childcare provider.

2.4.2.3.3. The Contractor shall comply with all applicable Federal and State childcare regulations such as but not limited to New Hampshire Administrative Rule He-C 4002 Child Care Licensing.

2.6. Enrolling Clients for Services

2.6.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.6.2 through 2.6.4 below:

2.6.2. The Contractor must complete intake screenings as follows:

2.6.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.6.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.6.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.6.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.6.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.5 and 2.3.2 within two (2) days of the initial Intake Screening in Section 2.6.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.6.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.6.3 in a format approved by the Department.

2.6.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients

first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer

recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the



individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively

different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.5.4. Include clear documentation that explains why continued services/transfer/ or discharge is necessary for Recovery Support Services.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at

http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section B.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for

handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders, and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Facilities License

4.1. The Contractor shall be licensed for all residential services provided with the Department's Health Facilities Administration.

4.2. The Contractor shall comply with the additional licensing requirements for medically monitored, residential withdrawal management services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.

4.3. The Contractor is responsible for ensuring that the facilities where services are provided meet all the applicable laws, rules, policies, and standards.

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.



Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   - 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   - 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   - 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   - 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   - 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   - 4.6. The Contractor shall:
     - 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
     - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
     - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   - 4.7. The Contractor shall post the following documents in a public area:
     - 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
     - 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   - 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   - 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   - 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   - 4.11. The Contractor shall:
     - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
     - 4.11.2. Submit additional information if required by the department; and
     - 4.11.3. Report the event to other agencies as required by law.
   - 4.12. The Contractor shall implement policies and procedures for reporting:
     - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
     - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.

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7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and

7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.

7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.

7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:.
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

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7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.

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10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

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Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;

11.2.2. The client's psychosocial substance abuse history and legal history;

11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;

11.2.4. The reason for discharge or transfer;

11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;

11.2.6. A summary of the client's physical condition at the time of discharge or transfer;

11.2.7. A continuing care plan, including all ASAM domains;

11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and

11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:

11.3.1. No later than 7 days following a client's discharge or transfer from the program; or

11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:

11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and

11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:

11.5.1. The discharge summary;

11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and

11.5.3. A diagnostic assessment statement and other assessment information, including:

11.5.3.1. TB test results;

11.5.3.2. A record of the client's treatment history; and



11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens; and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;

Contractor Initials: SD
Date: 5/31/18



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
19.1.7.1. Freedom of movement; and
19.1.7.2. Participation in the community, while providing the level of support needed by the client;
19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
19.1.8.1. Whenever possible, the consent shall be given in writing; and
19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;
19.1.9. The right to refuse to participate in any form of experimental treatment or research;
19.1.10. The right to be fully informed of one's own diagnosis and prognosis;
19.1.11. The right to voluntary placement including the right to:
19.1.11.1. Seek changes in placement, services or treatment at any time; and
19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;
19.1.12. The right to services which promote independence including services directed toward:
19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;
19.1.13. The right to refuse medication and treatment;
19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;
19.1.15. The right to consultation and second opinion including:
19.1.15.1. At the client's own expense, the consultative services of:
19.1.15.1.1. Private physicians;
19.1.15.1.2. Psychologists;
19.1.15.1.3. Licensed drug and alcohol counselors; and
19.1.15.1.4. Other health practitioners; and
19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;
19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
19.1.16.1. Guardian;
19.1.16.2. Representative;
19.1.16.3. Attorney;
19.1.16.4. Family member;
19.1.16.5. Advocate; or
19.1.16.6. Consultant; and



19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services:

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
20.2.1. Give the effective date of termination;
20.2.2. List the clinical or management reasons for termination; and
20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
20.3. A Contractor shall document in the record of a client who has been terminated that:
20.3.1. The client has been notified of the termination; and
20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
21.1.1. The right to a safe, sanitary and humane living environment;
21.1.2. The right to privately communicate with others, including:
21.1.2.1. The right to send and receive unopened and uncensored correspondence;
21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
21.1.4. The right to privacy, including the following:
21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
21.1.5. The right to individual choice, including the following:
21.1.5.1. The right to keep and wear their own clothes;
21.1.5.2. The right to space for personal possessions;
21.1.5.3. The right to keep and to read materials of their own choosing;
21.1.5.4. The right to keep and spend their own money; and
21.1.5.5. The right not to work and to be compensated for any work performed, except that:
21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.
22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.
22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.
22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:
22.4.8.1. Counseling the individual with respect to TB.
22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.
22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.
22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.
22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:
22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.
22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.
22.4.10.3. Case management activities to ensure that individuals receive such services.
22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.
22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:
22.4.11.1. To pregnant and injecting drug users first.
22.4.11.2. To other pregnant substance users second.
22.4.11.3. To other injecting drug users third.
22.4.11.4. To all other individuals fourth.
22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.
22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.
22.4.14. The program makes continuing education in treatment services available to employees who provide the services.
22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table, except for Childcare (See Section 10 below).

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 11, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 11 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, except for:

5.7.1. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 (See Section 7 below).

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service (except in Exhibit B, Section 5.7.1) exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Additional Billing Information for: Integrated Medication Assisted Treatment (MAT)

6.1. The Contractor shall invoice the Department for Integrated Medication Assisted Treatment Services for Medication and Physician Time as in Section 5 above and as follows:

6.2. Medication:

6.2.1. The Contractor shall seek reimbursement for the Medication Assisted Treatment medication based on the Contractor's usual and customary charges according to Revised Statues Annotated (RSA) 126-A:3 III. (b), except for Section 6.2.2 below.

6.2.2. The Contractor will be reimbursed for Medication Assisted Treatment with Methadone or Buprenorphine in a certified Opiate Treatment Program (OTP) per New Hampshire Administrative Rule He-A 304 as follows:

6.2.2.1. The Contractor shall seek reimbursement for Methadone or Buprenorphine based on the Medicaid rate, up to 7 days per week. The code for Methadone in an OTP is H0020, and the code for buprenorphine in an OTP is H0033.

6.2.3. The Contractor shall seek reimbursement for up to 3 doses per client per day.

6.2.4. The Contractor shall maintain documentation of the following:

6.2.4.1. WITS Client ID #;

6.2.4.2. Period for which prescription is intended;

6.2.4.3. Name and dosage of the medication;

6.2.4.4. Associated Medicaid Code;

6.2.4.5. Charge for the medication.

6.2.4.6. Client cost share for the service; and

6.2.4.7. Amount being billed to the Department for the service.

6.3. Physician Time:

6.3.1. Physician Time is the time spent by a physician or other medical professional to provide Medication Assisted Treatment Services, including but not limited to assessing the client's appropriateness for a medication, prescribing and/or administering a medication, and monitoring the client's response to a medication.

6.3.2. The Contractor shall seek reimbursement according to Exhibit B-1 Service Fee Table.

6.3.3. The Contractor shall maintain documentation of the following:

6.3.3.1. WITS Client ID #;

6.3.3.2. Date of Service;

6.3.3.3. Description of service;

6.3.3.4. Associated Medicaid Code;

6.3.3.5. Charge for the service;

6.3.3.6. Client cost share for the service; and

6.3.3.7. Amount being billed to the Department for the service.

6.4. The Contractor will submit an invoice by the twentieth (20th) day of each month, which identifies and requests reimbursement for authorized expenses incurred for medication assisted treatment in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. Invoices must be submitted utilizing the WITS system.

7. Charging the Client for Room and Board for Low-Intensity Residential Treatment

7.1. The Contractor may charge the client fees for room and board, in addition to:

7.1.1. The client's portion of the Contract Rate in Exhibit B-1 using the sliding fee scale

7.1.2. The charges to the Department

7.2. The Contractor may charge the client for Room and Board, inclusive of lodging and meals offered by the program according to the Table A below:

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	**Then the Contractor may charge the client up to the following amount for room and board per week:**
0%-138%	$0
139% - 149%	$8
150% - 199%	$12

Table A	
If the percentage of Client's Income of the Federal Poverty Level (FPL) is:	Then the Contractor may charge the client up to the following amount for room and board per week:
200% - 249%	$25
250% - 299%	$40
300% - 349%	$57
350% - 399%	$77

7.3. The Contractor shall hold 50% of the amount charged to the client that will be returned to the client at the time of discharge.

7.4. The Contractor shall maintain records to account for the client's contribution to room and board.

8. Additional Billing Information: Intensive Case Management Services:

8.1. The Contractor shall charge in accordance with Section 5 above for intensive case management under this contract only for clients who have been admitted to programs in accordance to Exhibit A, Scope of Services and after billing other public and private insurance.

8.2. The Department will not pay for intensive case management provided to a client prior to admission.

8.3. The Contractor will bill for intensive case management only when the service is authorized by the Department.

9. Additional Billing Information: Transportation

9.1. The Contractor will seek reimbursement in accordance with Section 5 above and upon prior approval of the Department for Transportation provided in Exhibit A Scope of Services Section 2.4.2.2 as follows:

9.1.1. At Department's standard per mile rate plus an hourly rate in accordance with Exhibit B-1 Service Fee Table for Contractor's staff driving time, when using the Contractor's own vehicle for transporting clients to and from services required by the client's treatment plan. If the Contractor's staff works less than a full hour, then the hourly rate will be prorated at fifteen (15) minute intervals for actual work completed; or.

9.1.2. At the actual cost to purchase transportation passes or to pay for cab fare, in order for the client to receive transportation to and from services required by the client's treatment plan.

9.2. The Contractor shall keep and maintain records and receipts to support the cost of transportation and provide said records and receipts to the Department upon request.

9.3. The Contractor will invoice the Department according to Department instructions.

10. Charging for Child Care

10.1. The Contractor shall seek reimbursement upon prior approval of the Department for Childcare provided in Exhibit A Scope of Services, Section 2.4.2.3 as follows:

10.1.1. At the hourly rate in Exhibit B-1 Service Fee Table for when the Contractor's staff provides child care while the client is receiving treatment or recovery support services, or

10.1.2. At the actual cost to purchase childcare from a licensed child care provider.

10.2. The Contractor shall keep and maintain records and receipts to support the cost of childcare and provide these to the Department upon request.

10.3. The Contractor will invoice the Department according to Department instructions.

11. Sliding Fee Scale

11.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

11.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

11.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

12. Submitting Charges for Payment

12.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

12.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

12.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

12.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

12.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

12.1.5. Submit separate batches for each billing month.

12.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

12.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

13. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

14. Funds in this contract may not be used to replace funding for a program already funded from another source.

15. The Contractor will keep detailed records of their activities related to Department funded programs and services.

16. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

17. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

18. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

18.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

18.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

18.2.1. Make cash payments to intended recipients of substance abuse services.

18.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

18.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

18.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

18.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and

Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.



Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.
Low-Intensity Residential for Adults only for clinical services and room and board	$119.00	Per day
High-Intensity Residential Adult, (excluding Pregnant and Parenting Women), for clinical services and room and board	$154.00	Per day
Integrated Medication Assisted Treatment - Physician Time	Rate Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.	Unit Per Medicaid Physician Billing Codes: 99201 - 99205 and 99211 - 99215.
Integrated Medication Assisted Treatment – Medication	See Exhibit B, Section 6.2	See Exhibit B, Section 6.2
Recovery Support Services: Individual Intensive Case Management	$16.50	15 min
Recovery Support Services: Group Intensive Case Management	$5.50	15 min
Staff Time for Child Care Provided by the Contractor, only for children of Pregnant and Parenting Women	Actual staff time up to $20.00	Hour

Exhibit B-1

Service	Contract Rate: Maximum Allowable Charge	Unit
Child Care Provided by a Child Care Provider (other than the Contractor), only for children of Pregnant and Parenting Women	Actual cost to purchase Child Care	According to the Child Care Provider
Staff Time for Transportation Provided by the Contractor, only for Pregnant and Parenting Women	Actual staff time up to $5.00	Per 15 minutes
Mileage Reimbursement for use of the Contractor's Vehicle when providing Transportation for Pregnant and Parenting Women	Department's standard per mile reimbursement rate	Per Mile
Transportation provided by a Transportation Provider (other than the Contractor) only to Pregnant and Parenting Women	Actual cost to purchase Transportation	According to the Transportation Provider

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

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:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

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.

6. 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:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

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:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

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:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

HEALTH INSURANCE PORTABILITY 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	Southeastern NH Alcohol & Drug Abuse Services
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Sharon Drake
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/7/18	5/31/18
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 $26,000 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 $26,000 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:

5/31/18
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

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: 963911560

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?

   ✓ 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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy Issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $23,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.

6. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/19
Date

Katja S. Fox
Director

The Community Council of Nashua, NH

6/4/19
Date

Name: Cynthia L Whitaker, MUDC
Title: Chief of Services

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on June 4, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

PATRICIA S. PRINCE, NOTARY PUBLIC
Name and Title of Notary or Justice of the Peace

My Commission Expires: PATRICIA S. PRINCE
Notary Public - New Hampshire
My Commission Expires July 19, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/19
Date

Lisa M. English
Name: Lisa English
Title: Special Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department

1.4.2. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.3. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS,

1.4.4. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.5. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.5.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.5.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the entity responsible for client records; and

1.4.5.3. Client notification processes and procedures for 1.4.5.1 and 1.4.5.2.

2. Scope of Services

2.1. The Contractor shall provide services to eligible individuals who:

2.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal

guardian to receive treatment, and

2.1.2. Have income below 400% Federal Poverty Level, and

2.1.3. Are residents of New Hampshire or homeless in New Hampshire; and

2.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.3.1. Referring clients to Doorways services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.3.2. Referring clients to Doorways services at the time of discharge when a client is in need of Doorways services.

2.2.2.4. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.5. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration

of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.5 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3 and, within two (2) days of the initial Intake Screening in Section 2.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4 above before admission **or** Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.5, in which case the client may choose:

2.5.7.2.1. A service with a lower intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Doorways the client's area to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. The Regional Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11, above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.3 through 2.5.7.

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an

appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 through 2.5.6, above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion).

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, this is something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance, or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4.1 through 2.8.4.1.7, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services; the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the

present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Web Information Technology

4.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

4.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

4.2.1. Any client refusing to sign the informed consent in 5.2:

4.2.1.1. Shall not be entered into the WITS system; and

4.2.1.2. Shall not receive services under this contract.

4.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

4.3. The Contractor agrees to the Information Security Requirements Exhibit K.

4.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

5. Reporting

5.1. The Contractor shall report on the following:

5.1.1. National Outcome Measures (NOMs) data in WITS for:

5.1.1.1. 100% of all clients at admission

5.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

5.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 5.1.1.2.

5.1.1.4. The above NOMs in Section 5.1.1.1 through 5.1.1.4 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

5.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

5.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

5.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

5.1.3.1.1. Abuse;

5.1.3.1.2. Neglect;

5.1.3.1.3. Exploitation;

5.1.3.1.4. Rights violation;

5.1.3.1.5. Missing person;

5.1.3.1.6. Medical emergency;

5.1.3.1.7. Restraint; or

5.1.3.1.8. Medical error.

5.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

5.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

5.1.6. Sentinel events to the Department as follows:

5.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

5.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

5.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

5.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

5.1.6.2.3. Location, date, and time of the event;

5.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

5.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

5.1.6.2.6. The identification of any media that had reported the event;

5.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

5.1.6.4. Additional information on the event that is discovered after filing the form in Section 5.1.6. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

5.1.6.5. Submit additional information regarding Sections 5.1.6.3above if required by the department; and

5.1.6.6. Report the event in Sections 5.1.6.3. above, as applicable, to other agencies as required by law.

6. Quality Improvement

6.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

6.1.1. Participation in electronic and in-person client record reviews

6.1.2. Participation in site visits

6.1.3. Participation in training and technical assistance activities as directed by the Department.

6.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

6.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

6.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

6.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

7. Maintenance of Fiscal Integrity

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

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

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

7.3. In the event that the Contractor does not meet either:

7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 7.2.1 and/or 7.2.2 have not been met.

7.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

7.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Performance Measures

The following performance measures are required for client services rendered from all sources of funds.

8.1. The Contractor's contract performance shall be measured as in Section 8.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

8.2. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

8.2.1. Initiation: % of clients accessing services within 14 days of screening;

8.2.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

8.2.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

8.2.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

8.2.5. Treatment completion: % of clients completing treatment; and

8.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

8.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

8.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

8.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

8.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

8.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

9. Contract Compliance Audits

9.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

9.2. The Contractor shall ensure the corrective action plan shall include:

9.2.1. The action(s) that shall be taken to correct each deficiency;

9.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

9.2.3. The specific steps and time line for implementing the actions above;

9.2.4. The plan for monitoring to ensure that the actions above are effective; and

9.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Amendment #2, Scope of Services.

2. This Agreement is funded by:

   2.1. New Hampshire General Funds;

   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;

   2.3. Federal Funds from the United States Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and

   2.4. The Contractor agrees to provide the services in Exhibit A, Amendment #2, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services

   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:

      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid

      3.1.2. Services covered by Medicare for clients who are eligible for Medicare

      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Service Fee Table set by the Department.

   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

   3.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

   3.4. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale and not to exceed $4,000 per client per treatment episode.

3.4.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the deductible plus the Federally defined monthly cost of living (COL).

3.4.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.4.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1 Service Fee Table, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Service Fee Table.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 6, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Service Fee Table Third: If, any portion of the Contract Rate in Exhibit B-1, Service Fee Table remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client), unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2 Section 6 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Service Fee Table.

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Sliding Fee Scale

6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

6.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1, Service Fee Table to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

6.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

7. Submitting Charges for Payment

7.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Service Fee Table. The Contractor shall:

7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

7.1.5. Submit separate batches for each billing month.

7.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

7.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

8. Funds in this contract may not be used to replace funding for a program already funded from another source.

9. The Contractor will keep detailed records of their activities related to Department funded programs and services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

12. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

12.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

12.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

12.2.1. Make cash payments to intended recipients of substance abuse services.

12.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

12.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

12.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

12.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government

under any applicable program, and participation must be voluntary for the program beneficiaries.

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 GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: **807172**
Certificate Number: **0004503702**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tanya Spony, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Mental Health (GNMH).
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Executive Committee of the Board of Directors of GNMH

the Agency duly held on June 4, 2019
(Date)

RESOLVED: That the Chief of Services
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 4th day of June, 2019.
(Date Contract Signed)

4. Dr. Cynthia Whitaker is the duly elected Chief of Services
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 4th day of June, 2019,

By Tanya Spony.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JESSICA R. PIETROWSKI
STATE OF
- MY -
COMMISSION
EXPIRES
AUGUST 2,
2022
NEW HAMPSHIRE
NOTARY PUBLIC

Commission Expires: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/23/2019

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 have ADDITIONAL INSURED provisions or 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 Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: mberube@eatonberube.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Scottsdale Insurance Co
INSURED COMCO3 Community Council of Nashua NH Inc. 100 West Pearl St Nashua NH 03060	INSURER B : Selective Insurance Group — 14376
	INSURER C : Eastern Alliance Insurance Group
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1077059954 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			OPS0069552	11/12/2018	11/12/2019	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			S2291649	11/12/2018	11/12/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			UMS0028274	11/12/2018	11/12/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			03000011395901	1/15/2019	1/15/2020	X PER STATUTE / 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage: NH; no excluded officers.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

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

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GNMH Greater Nashua Mental Health

Greater Nashua Mental Health's Mission Statement

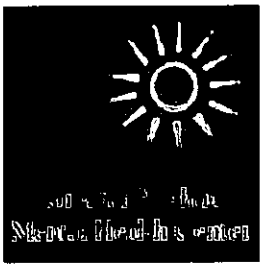
Empowering people to live full and satisfying lives through effective treatment and support.

Administrative Office
100 West Pearl Street, Nashua, NH 03060

(603) 889-6147
www.gnmh.org

BerryDunn

[redacted]



FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report

[redacted]

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets, functional revenues and expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2017 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 24, 2018

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Financial Position

June 30, 2018
(With Comparative Totals for June 30, 2017)

	2018	2017
ASSETS		
Cash and cash equivalents	**$ 1,464,134**	$ 744,554
Accounts receivable, net of allowance for doubtful accounts and contractuals of $174,846 in 2018 and $1,087,597 in 2017	**1,829,455**	1,458,090
Investments	**1,763,228**	1,732,916
Prepaid expenses	**177,199**	191,365
Property and equipment, net	**2,933,666**	2,830,369
Total assets	**$ 8,167,682**	$ 6,957,294
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	**$ -**	$ 248,224
Accounts payable and accrued expenses	**271,513**	104,015
Accrued payroll and related activities	**371,681**	361,457
Estimated third-party liability	**950,075**	132,475
Accrued vacation	**322,611**	315,145
Notes payable	**1,544,974**	1,641,114
Capital lease obligation	**5,759**	37,304
Total liabilities	**3,466,613**	2,839,734
Net assets		
Unrestricted	**2,397,774**	2,341,750
Board designated	**2,044,023**	1,526,013
Total unrestricted	**4,441,797**	3,867,763
Temporarily restricted	**137,837**	129,553
Permanently restricted	**121,435**	120,244
Total net assets	**4,701,069**	4,117,560
Total liabilities and net assets	**$ 8,167,682**	$ 6,957,294

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Activities and Changes in Net Assets

Year Ended June 30, 2018
(With Comparative Totals for Year Ended June 30, 2017)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2018	2017
Revenues and support					
Program service fees, net	$ 10,542,550	$ -	$ -	$ 10,542,550	$ 10,917,069
New Hampshire Bureau of Behavioral Health	1,667,297	-	-	1,667,297	1,273,645
Federal grants	523,627	-	-	523,627	628,695
Rental income	10,638	-	-	10,638	18,347
Contributions and support	138,800	-	-	138,800	97,510
Other	189,711	-	-	189,711	12,922
Total revenues and support	13,072,623	-	-	13,072,623	12,948,187
Expenses					
Program services					
Children's and adolescents services	1,449,647	-	-	1,449,647	1,983,228
Adult services	3,988,401	-	-	3,988,401	5,079,299
Elderly services	453,161	-	-	453,161	582,913
Deaf services	344,051	-	-	344,051	384,951
Substance abuse disorders	532,094	-	-	532,094	466,088
Medical services and other programs	2,722,360	-	-	2,722,360	1,221,048
Total program services	9,489,714	-	-	9,489,714	9,717,527
General and administrative	2,995,802	-	-	2,995,802	2,104,472
Development	70,885	-	-	70,885	-
Total expenses	12,556,401	-	-	12,556,401	11,821,999
Income from operations	516,222	-	-	516,222	1,126,188
Other income					
Investment income, net	22,425	3,216	462	26,103	27,307
Realized and unrealized gains on investments	35,387	5,068	729	41,184	78,772
Total other income	57,812	8,284	1,191	67,287	106,079
Excess of revenues and support and other income over expenses and total change in net assets	574,034	8,284	1,191	583,509	1,232,267
Net assets, beginning of year	3,867,763	129,553	120,244	4,117,560	2,885,293
Net assets, end of year	$ 4,441,797	$ 137,837	$ 121,435	$ 4,701,069	$ 4,117,560

The accompanying notes are an integral part of these financial statements.

Statement of Functional Revenues and Expenses

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General a Administr
Program service fees, net	$ 3,652,246	$ 5,230,444	$ 951,922	$ 122,840	$ 159,449	$ 425,649	$ 10,542,550	$
New Hampshire Bureau of Behavioral Health	141,771	648,430	-	274,931	-	602,165	1,667,297	
Federal grant	-	35,805	-	-	284,905	194,117	514,827	8
Rental income	-	2,159	-	-	-	-	2,159	8
Contribution and support	-	375	180	-	100	-	655	138
Other	-	-	4,865	-	73,654	-	78,519	178
	3,794,017	5,917,213	956,967	397,771	518,108	1,221,931	12,806,007	333
General and administrative allocation	98,925	154,285	24,952	10,371	13,509	31,861	333,903	(333
Total revenue and support and other income	$ 3,892,942	$ 6,071,498	$ 981,919	$ 408,142	$ 531,617	$ 1,253,792	$ 13,139,910	$

The accompanying notes are an integral part of these financial statements.

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	Gen Admi
Total revenue and support and other income	$ 3,892,942	$ 6,071,498	$ 981,919	$ 408,142	$ 531,617	$ 1,253,792	$ 13,139,910	$
Expenses								
Salaries and wages	948,182	2,585,642	314,412	193,965	418,751	1,448,801	5,909,753	1
Employee benefits	171,692	447,294	48,699	41,015	30,379	253,275	992,354	
Payroll taxes	70,721	189,443	23,528	14,959	31,817	97,420	427,888	
Substitute staff	1,229	3,142	336	285	81	1,651	6,724	
Accounting	-	-	-	-	-	-	-	
Audit fees	10,239	26,171	2,797	2,516	863	13,419	56,005	
Legal fees	2,179	11,614	595	537	185	8,310	23,420	
Other professional fees	21,373	47,936	6,480	23,661	1,626	498,661	599,737	
Journals and publications	43	110	12	11	4	56	236	
Conferences	3,542	3,255	149	1,025	4,044	6,524	18,539	
Other staff development	-	-	-	-	-	-	-	
Rent	-	-	-	-	-	300	300	
Mortgage (interest)	-	-	-	-	-	-	-	
Heating costs	3,256	8,322	889	867	365	4,110	17,809	
Other utilities	13,817	35,318	3,775	3,489	1,291	17,891	75,581	
Maintenance and repairs	29,343	75,004	8,017	7,390	2,715	188,995	311,464	
Other occupancy costs	605	1,546	165	152	56	784	3,308	
Office	29,298	68,738	7,317	6,126	6,212	60,346	178,037	
Building and household	4,828	12,340	1,319	1,217	737	6,256	26,697	
Food	416	1,618	87	79	770	1,388	4,358	
Advertising	-	-	-	100	-	2,025	2,125	
Printing	507	2,750	39	219	630	845	4,990	
Communication	20,442	67,284	7,835	6,338	3,244	21,711	126,854	
Postage	1,247	2,816	301	266	87	1,454	6,171	
Staff	28,537	105,211	14,903	23,934	10,518	9,678	192,781	
Client services	27,576	155,811	861	-	5,975	843	191,066	
Malpractice insurance	20,038	51,219	5,474	5,027	1,828	26,020	109,606	
Vehicle insurance	364	932	100	89	30	478	1,993	
Property and liability insurance	8,088	20,673	2,210	2,031	741	10,497	44,240	
Other interest	-	-	-	127	169	551	847	
Depreciation	20,407	36,749	-	6,004	8,005	22,821	93,986	
Equipment rental	3,789	9,685	1,035	943	335	13,254	29,041	
Equipment maintenance	900	2,301	246	224	79	1,174	4,924	
Membership dues	6,471	13,892	1,439	1,325	510	2,051	25,688	
Other	518	1,585	141	130	47	771	3,192	
Total program expenses	1,449,647	3,988,401	453,161	344,051	532,094	2,722,360	9,489,714	2
General and administrative allocation	910,538	2,418,476	357,303	155,001	102,004	(876,635)	3,066,687	(3
Total expenses	2,360,185	6,406,877	810,464	499,052	634,098	1,845,725	12,556,401	
Change in net assets	$ 1,532,757	$ (335,379)	$ 171,455	$ (90,910)	$ (102,481)	$ (591,933)	$ 583,509	$

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH
D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Cash Flows

Year Ended June 30, 2018
(With Comparative Totals for Year Ended June 30, 2017)

	2018	2017
Cash flows from operating activities		
Change in net assets	$ 583,509	$ 1,232,267
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	251,257	246,740
Net realized and unrealized gains on investments	(41,184)	(78,772)
Provision for bad debt	1,286,950	1,106,441
Gain on sale of assets	441	-
Changes in operating assets and liabilities		
Accounts receivable	(1,658,315)	(853,360)
Prepaid expenses	14,164	(25,604)
Accounts payable and accrued expenses	20,655	9,712
Accrued payroll and related expenses and vacation	17,690	39,432
Estimated third-party liability	817,600	(351,004)
Deferred revenue	-	(206,580)
Net cash provided by operating activities	1,292,767	1,119,272
Cash flows from investing activities		
Purchases of investments	(618,427)	(536,716)
Proceeds from the sale of investments	629,301	551,403
Purchase of property and equipment	(207,305)	(130,555)
Net cash used by investing activities	(196,431)	(115,868)
Cash flows from financing activities		
Net repayment on the line of credit	(248,224)	(751,776)
Principal payments on notes payable	(128,532)	(123,643)
Net cash used by financing activities	(376,756)	(875,419)
Net increase in cash and cash equivalents	719,580	127,985
Cash and cash equivalents, beginning of year	744,554	616,569
Cash and cash equivalents, end of year	$ 1,464,134	$ 744,554
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ 146,843	$ -

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations, which include board designated funds of $540,065 and $1,503,958 at June 30, 2018 and $42,893 and $1,483,120 at June 30, 2017, included in cash and investments, respectively.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities and changes in net assets as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2017 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;

- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and

- Increases (decreases) in unrestricted net assets in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than $5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. In 2018 the method of allocating expenses by function was revised based on patient service revenue related to medical services by department. In 2017, expenses were allocated based on payroll expense by department.

Estimated Third-Party Liability

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2018 and 2017. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2018, which is the date that the financial statements were available to be issued.

2. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 76% and 74% of the Organization's net program service fees for 2018 and 2017, respectively. Net revenues from the Medicaid program accounted for approximately 11% and 17% of the Organization's net program service fees for 2018 and 2017, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2018 and 2017 from those major sources is as follows:

	2018	2017
Private pay	$ 1,401,634	$ 1,070,603
Commercial insurance	326,938	322,958
Medicaid	1,880,676	2,546,817
Medicare	1,147,556	1,301,991
Other payers	589,739	438,909
Managed care	16,899,789	12,886,961
	22,246,332	18,568,239
Less: Contractual allowances	(4,426,265)	(3,092,460)
Capitation adjustments	(5,990,567)	(3,452,269)
Provision for bad debt	(1,286,950)	(1,106,441)
	(11,703,782)	(7,651,170)
Program service fees, net	$ 10,542,550	$ 10,917,069

The increase in bad debt expense in 2018 as compared to 2017 is primarily due to collection issues relating to self pay patients.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	2018	2017
Private pay	34 %	61 %
Blue Cross/Blue Shield	4	1
Medicaid	31	23
Medicare	15	5
Other	6	3
Managed care	10	7
	100 %	100 %

3. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	2018	2017
Common stocks	$ 554,946	$ 558,516
Equity mutual funds	403,223	718,546
U.S. Treasury bonds	436,769	343,841
Corporate bonds	270,297	24,062
Mortgage backed securities	-	87,951
Corporate bond mutual funds	97,993	-
	$ 1,763,228	$ 1,732,916

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

4. Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	2018		
	Level 1	**Level 2**	**Total**
Investments			
Common stocks	**$ 554,946**	**$ -**	**$ 554,946**
Equity mutual funds	**403,223**	**-**	**403,223**
U.S. Treasury bonds	**436,769**	**-**	**436,769**
Corporate bonds	**-**	**270,297**	**270,297**
Corporate bond mutual funds	**97,993**	**-**	**97,993**
	$ 1,492,931	**$ 270,297**	**$ 1,763,228**

	2017		
	Level 1	Level 2	Total
Investments			
Common stocks	$ 558,516	$ -	$ 558,516
Equity mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	87,951	-	87,951
	$ 1,708,854	$ 24,062	$ 1,732,916

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

5. Property and Equipment

Property and equipment consists of the following:

	2018	2017
Land, buildings and improvements	$ 5,028,346	$ 4,983,891
Furniture and equipment	284,824	263,330
Computer equipment	254,861	230,567
Software	684,047	660,917
Vehicles	-	32,766
Construction in process	240,773	-
	6,492,851	6,171,471
Less accumulated depreciation	(3,559,185)	(3,341,102)
Property and equipment, net	$ 2,933,666	$ 2,830,369

6. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2018 were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 137,837	$ 121,435	$ 259,272
Board-designated endowment funds	1,544,023	-	-	1,544,023
	$ 1,544,023	$ 137,837	$ 121,435	$ 1,803,295

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2017	$ 1,526,011	$ 129,553	$ 120,244	$1,775,808
Contributions	200	-	-	200
Investment return				
Investment income	35,886	5,144	739	41,769
Net appreciation	35,387	5,068	729	41,184
Investment fees	(13,461)	(1,928)	(277)	(15,666)
Total investment return	57,812	8,284	1,191	67,287
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Endowment net assets, June 30, 2018	$ 1,544,023	$ 137,837	$ 121,435	$1,803,295

The endowment net asset composition by type of fund as of June 30, 2017 were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 129,553	$ 120,244	$ 249,797
Board-designated endowment funds	1,526,011	-	-	1,526,011
	$ 1,526,011	$ 129,553	$ 120,244	$ 1,775,808

The changes in endowment net assets for the year ended June 30, 2017 were as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2016	$ 1,539,326	$ 71,810	$ 98,593	$1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	(13,867)	(1,934)	(278)	(16,079)
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassification of net assets	(64,797)	44,982	19,815	-
Endowment net assets, June 30, 2017	$ 1,526,011	$ 129,553	$ 120,244	$1,775,808

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and, due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

7. Debt Obligations

Line of Credit

The Organization maintains a $1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (6% at June 30, 2018). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2018 and an outstanding balance of $248,224 at June 30, 2017. The line of credit agreement has a maturity date of February 28, 2019.

Notes Payable

The Organization had the following notes payable:

	2018	2017
4.25% note payable to TD Bank in monthly principal and interest payments of $8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	$ 888,676	$ 946,599
Note payable to TD Bank in monthly principal and interest payments of $6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (5.82% at June 30, 2018); collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	658,329	697,393
	1,547,005	1,643,992
Less: unamortized deferred issuance costs	(2,031)	(2,878)
Total notes payable	$ 1,544,974	$ 1,641,114

The scheduled maturities on notes payable are as follows:

2019	$ 930,818
2020	48,149
2021	568,038

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2018.

8. Commitments and Contingencies

Litigation

At June 30, 2018, the Organization was a named respondent in an administrative matter. After consultation with legal counsel, management estimates this matter will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

Construction Commitment

In 2018, the Organization commenced renovations of a building. In connection with these renovations, the Organization expects the total cost of the project to be approximately $412,000 and has signed construction contracts for that amount. Total costs incurred at June 30, 2018 were approximately $200,000, and the project is expected to be completed during the year ending June 30, 2019.

Operating Leases

Rent expense of $12,079 for various equipment was incurred for both the years ended June 30, 2018 and 2017, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the next two years ending June 30 are as follows:

	Operating Leases
2019	$ 12,079
2020	9,380
	$ 21,459

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2018. Expenses associated with this plan were $102,941 for the year ended June 30, 2018. There was no expense associated with this plan for the year ended June 30, 2017.

GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS 2019

Alphabetical Order

Emily Blatt, MSM

Pamela Burns - *Board Vice Chair*

Christine D. Furman, MBA

Alan Harkabus

Jone LaBombard, MS - *Board Secretary*

Laura Maistrosky, Esquire

Elizabeth Sheehan

Mary Ann Somerville

Tanya L. Spony, Esquire - *Board Chair*

Aaron Telage, CPA, MSA

Marie Tule, CPA, MSA - *Board Treasurer*

Donna Upson, MBA

Diane Vienneau, M.Ed., CAGS

CRAIG D. AMOTH

EMPLOYMENT HISTORY:

President & CEO
Behavioral Health Services North
Plattsburgh, NY — Dates of employment: Mar. '13 - Present

Duties: Responsible for the overall operations of one of the oldest and largest nonprofit organizations in upstate New York, providing a comprehensive array of behavioral health and social support services for clients across the entire age / developmental spectrum. The agency has a staff of approximately180, with an annual budget of over 10 million; serving approximately 8,000 individuals each year through 24 programs across three rural counties.

Results: Led the Board and Staff through a comprehensive strategic planning process in response to a rapidly changing healthcare environment--including the transition to Medicaid managed care and integrated health. New initiatives include: same day client access, maximizing technology to enhance efficiency and effectiveness, a performance management program and other human capital enhancements, significant expansion of new low income housing, bringing primary care into the behavioral health clinic, a new community-based crisis stabilization program, enhancing client access to best practices; along with an expansion of development, marketing and community relations activities. Named to the Steering Committee for the northern New York healthcare delivery system reform initiative: a program initiated by the Governor to promote integrated care, reduce unnecessary hospitalizations, increase best practices, and make recommendations for a successful transition to Medicaid managed care.

Consultant & Interim Director of Development and Community Relations
Visiting Nurse & Hospice of VT and NH
West Lebanon, NH — Dates of employment: Jan.-Sept. 2012

Duties: Brought in to assist the organization with Fund Raising / Development, Marketing and Community Relations initiatives. The agency provides home health care and hospice services to a large, rural population in western New Hampshire and eastern Vermont; with over 200 staff and an annual operating budget of 20 million. The agency had been experiencing declines in referrals as a result of new competition, as well as declines in revenue from development activities (annual appeals, grants, etc.).

Results: Serving as both consultant and interim Director of Development and Community Relations, I worked with the senior leadership and the Board Development Committee to define the problems and formulate solutions. Delivered new marketing and development strategies and plans that were designed to address the issues identified and effectively utilize available resources to accomplish the goals. Achieved the best Spring appeal campaign in five years, more than doubling the income from the previous year's effort. This was a limited term engagement.

CEO **Range Mental Health Center**
Virginia, MN Dates of employment: June '10-Nov. '11

Duties: Responsible for the overall operations of this comprehensive community behavioral health organization that employs 250 staff, with an annual budget of 13 million. The organization offers comprehensive programming for youth through seniors, has both in-patient and outpatient chemical dependency services (including detox), supported housing, community crisis facilities, adult foster homes, partial hospitalization programs, community-based support services for the seriously mentally ill, and family / youth support services in every school district in the area.

Results: Led board and senior management through a strategic planning effort to prepare the agency to thrive in a rapidly changing, healthcare reformed marketplace. Developed new partnerships with primary care and launched an integrated care pilot program that holds the promise of both enhanced client outcomes and improved profit margins. Initiated several business process restructuring efforts to dramatically reduce client wait times, reduce days in A/R, reduce documentation time, and increase service capacity without adding additional staff. Launched several new service lines and opened a community-based crisis facility to meet the acute behavioral health needs of area residents—at roughly a third of the cost of hospital-based services. Left the agency to return to New Hampshire and reunite with family after efforts to sell NH home proved to be unsuccessful in a difficult market.

Executive Director: **Familystrength**
Concord, NH Dates of employment: Jan.'06-May '10

Duties: Responsible for the overall operations of this state-wide private, nonprofit agency that provides intensive home / community-based services for at-risk youth and their families; the agency had a staff of 45 and a budget of 2.5 million. Strong focus on strategic planning, board and middle management development, and restructuring of organizational processes and personnel for optimal agency performance.

Results: The agency went from a deficit of $197,000 in 2005 (prior to my arrival), to a surplus of $228,000 (and additional clients served) at the close of my first year. The agency saw similar increases in 2007 and was on track for another record year in 2008--until the state / national economy took a downturn and referrals were adversely affected. Re-engineered the organization to be more cost effective, competitive in '09; State funding continued to be cut so sought out strategic partnerships and merged the organization with another nonprofit agency that was closely aligned and less dependent upon State funding for future growth and sustainability.

Owner: **The Wellness Center**
Powell, Wyoming Dates of employment: 2004 - 2005

Duties: Private practice providing consulting services to area businesses, schools, hospitals, and other human services related organizations; in addition to conducting individual, couples and family therapy on an outpatient basis.

Executive Director: **Park County Mental Health Center**
Cody, Wyoming — Dates of employment: 1996 – 2004

Duties: Responsible for the overall operations of this private, nonprofit community mental health agency with a staff of 30 and a budget of 2 million. When I arrived, the agency was heavily in debt, attempting to recover from lawsuits, had multiple staffing and recruitment concerns and was facing the very real prospect of having to close its doors. The agency's reputation in the community was poor at best and its ability to accomplish its mission was severely compromised.

Led the organization through a comprehensive strategic planning process and within a relatively short period, the organization more than quadrupled in size, expanded its operating budget / income by almost 500%, established a healthy reserve and best of all—significantly enhanced the mental health of the communities it serves by providing healthcare in a rural environment that is second to none. The agency maintained multiple sites for ease of access, operated a drop-in center for SPMI clients and provided on-site community-based services in area hospitals, schools, nursing homes / senior centers, correctional facilities, etc. Created a community-based acute care option to prevent unnecessary hospitalizations and implemented a mobile crisis program to respond to acute/emergency needs on a county-wide basis.

Results: Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.

- Quadrupled the size of organization and the associated revenue
- Oversaw the design and building of multiple facilities
- Oversaw the design and implementation of an integrated computerized client database, clinical records, and accounting/billing system
- Facilitated the integration of mental health care with primary health care systems, educational systems, law enforcement / correctional systems and other community-based social / human service systems.
- Achieved national accreditation (CARF), youth/adult behavioral health care
- Significantly enhanced the agency's community reputation and fiscal viability
- Effectively managed significant growth and change

Program Manager: **HSI Counseling/EAP Services, Human Services Inc.**
Denver, Colorado — Dates of employment: 1994 – 1996

Duties: Responsible for the operations of six out-patient mental health offices in the Metro-Denver and Boulder area which provided over 8,500 counseling sessions per year. The agency is a private, not-for-profit that serves a wide variety of clients (adults, families, couples and youth), as well as those from various ethnic backgrounds and disabilities. Provided clinical and administrative supervision to a staff of 26. Developed program budgets, marketing plans, policies and procedures and oversaw staff development and training. Grant writing and public relations efforts were also effectively carried out.

Program Manager: **Child and Family Services, Aurora Community Mental Health Center**
Aurora, Colorado Dates of employment: 1991 – 1994

Duties: Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

Family Therapist: **Willow Street Center for Youth / Families, Abbott Northwestern Hospital**
Minneapolis, Minnesota Dates of employment: 1988 –1990

Duties: Conducted individual and family assessments, provided intensive therapeutic interventions for acutely mentally ill and/or suicidal youth, adults and their families. Facilitated therapeutic groups for both youth and adults. Provided family, marital and individual therapy on an outpatient basis as well.

Program Manager: **CrossStreets for Youth/Families, St. Paul Youth Service Bureau**
St. Paul, Minnesota Dates of employment: 1987 – 1988

Duties: Responsible for overall program development/oversight, fiscal management and public relations efforts. Provided administrative and clinical supervision to a staff of six family counselors. Managed a federal runaway and homeless youth grant. Board member for the state runaway youth and family organization. Provided statewide training on time efficient therapy techniques with youth and families.

Executive Director: **Alpha House Youth Care Inc.**
Menomonie, Wisconsin Dates of employment: 1980 – 1985

Duties: Served in several capacities with this agency—Youth Worker, Program Manager, and Executive Director for two years. Ultimately responsible for the overall operations of this private, nonprofit youth and family crisis intervention and evaluation center. The agency provided individual and family evaluations for county courts and human services departments in a seven county area. The agency was able to maintain a positive fund balance for the first time in its ten-year history under my administration.

ACADEMIC ACHIEVEMENTS:

Master of Science	Marriage and Family Therapy (AAMFT Approved) University of Wisconsin-Stout
Master of Science	Guidance and Counseling University of Wisconsin-Stout
Bachelor of Arts	Psychology University of Wisconsin-Stout Graduated Summa Cum Laude
Certificate	Nonprofit Financial Stewardship Harvard Kennedy School
Leadership Academies	Park County, Wyoming Leadership Program; Greater Concord Area, New Hampshire Leadership Program; Blandin Foundation Leadership Program, Minnesota

PROFESSIONAL AFFILIATIONS / AWARDS: Awarded Marriage and Family Therapist of the year by the Colorado Assoc. of Marriage and Family Therapists (for state legislative advocacy efforts). Member of the National Council for Community Behavioral Healthcare.

Cynthia L. Whitaker, Psy.D.

Education:

Antioch New England Graduate School, Keene, NH
Psy.D. in Clinical Psychology, 2006

University of New Hampshire at Manchester, Manchester, NH
Certificate in Sign Language Interpretation, 2004

Rhode Island College, Providence, RI
B.A. in Psychology and Communications with Honors, 1995
Communications emphasis in Speech and Hearing Sciences

Clinical Experience:

Riverbend Community Mental Health **Henniker, NH** **8/05-present**
Child and Family Therapist

Presently engaged in working with a multidisciplinary team that provides mental health services to children and their families. Position includes provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools is also involved in the position. Psychology post-doctorate supervision received from 4/06 through present.

Moore Center Services **Manchester, NH** **12/02-6/05**
MIMS Worker/Supervisor

Provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, other administrative duties, and direct support of consumers involving teaching symptom management strategies and social skills as directed by consumers' treatment plans.

University at Albany Counseling Center **Albany, NY** **7/01–7/02**
Ellis Hospital Mental Health Clinic **Schenectady, NY**
Pre-doctoral Intern in Psychology

APPIC accredited internship with focused training in two distinct settings, a university counseling center and a community mental health center. Core activities included intake assessment and referral, individual and group psychotherapy, crisis intervention in role as "psychologist of the day," individual supervision of second year doctoral student, group supervision of undergraduate peer trainers, and psychological assessment. Also received advanced training on the Rorschach Inkblot Procedure. Training at community mental health center focused on assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an outpatient setting.

Monadnock Developmental Services **Keene, NH** **8/99–6/01**
Group Facilitator

Responsible for co-facilitating a monthly group for children who have a sibling with some type of physical or developmental disability, such as autism, leukemia, or cerebral palsy. The group included both expressive and process components and dealt with topics such as roles within a family and shame.

Wediko Children's Services **Windsor, NH** **9/00–6/01**
Assistant Teacher (AmeriCorps Position)

Intensive diagnostic and treatment program that utilizes assessment, education, and behavioral intervention with males ranging in age from 8 to 18 who have emotional and/or behavioral challenges. Responsibilities included assisting lead teacher with academic material presented in classroom, teaching elective classes, implementing Individualized Education Plans (IEPs), and carrying out other duties necessary to maintain the therapeutic milieu of the residential school.

Psychological Services Center **Keene, NH** **8/99–5/01**
Administrative Assistant

Assisted with the administration of a psychology training clinic, including managing billing clients and insurance agencies and coordinating referrals for service. Also involved in the instruction of first year students with the usage of scoring templates for the MMPI-2 and other testing materials owned by the clinic.

Antioch New England Graduate School **Keene, NH** **Fall 2000**
Teaching Assistant for Fundamental Clinical Skills I and II

Provided instruction to first year doctoral level students on utilizing confrontation in therapy and on giving mental status examinations. Facilitated small groups of students practicing and learning about beginning counseling and assessment techniques. Also responsible for reading papers and providing feedback to students about their developing skills.

Psychological Services Center **Keene, NH** **7/99–6/00**
PSC Clinician

Pre-doctoral practicum experience involving working with adults, families, and children in an outpatient setting. Received specialized training in cardiac rehabilitation, counseling parents, conducting learning disability assessments, and working with people with eating disorders.

New Hampshire Hospital **Concord, NH** **9/98–5/99**
Psychology Extern

Pre-doctoral training in assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an inpatient setting. Monthly seminars attended included Neuropsychology, Case Presentation, and Assessment (Rorschach). Also attended bi-weekly Grand Rounds.

Arbour-Fuller Hospital **S. Attleboro, MA** **10/95-2/99**
Activity Therapist /Behavior Therapy Specialist
Attended team meetings, determined rehabilitation goals for treatment plans, supervised activity therapy intake screenings, and conducted daily rehabilitation groups on a locked, acute unit for adolescents. Responsibilities also included implementing behavior plans, collecting data, and conducting different types of group therapy, on a locked, acute unit for adults with developmental disabilities.

Leadership Experience:

Beauty 4 Ashes
Member, Board of Directors **2004-present**

New Hampshire Registry of Interpreters for the Deaf
Member at Large of Executive Board **2004-2005**
Student Representative to Executive Board **2002-2004**

ASL Club at the University of New Hampshire at Manchester
President **2002-2003**

Antioch New England Graduate School
Member, Admission Team **Spring 2000& 2001**
Reviewed written applications of prospective students. Also conducted team and individual interviews and collaborated in final selections of students.

Research Experience:

Antioch New England Graduate School **Keene, NH** **2000–2006**
Dissertation Research
Completed dissertation entitled *The Third Party: Psychologists' Attitudes Regarding the Use of Interpreters in Therapy.*

Antioch New England Graduate School **Keene, NH** **9/99-8/00**
Student Member of Internal Review Board (IRB)
Attended monthly IRB meetings, read research proposals, and collaborated with other team members to provide recommendations to researchers.

Butler Hospital **Providence, RI** **12/94-9/97**
Volunteer Research Coordinator & Assistant
Under the supervision of Caron Zlotnick, Ph.D., responsible for coordinating a research project on Adolescent Suicide Attempters and Ideators, which involved a clinical assessment and report of each adolescent. Also scored, entered, and analyzed data on patients in the Women's Treatment Program at the hospital. Position required extensive knowledge of the SAS system.

Papers and Presentations:

The Third Party: What are Psychologists' Opinions of Interpreters in Therapy. Presented at the Region 1 Conference of the Registry of Interpreters for the Deaf. Providence, RI. July 2006

Anxiety and Stress Management the Natural Way. Presented workshop at the Spinal Corrective Center in Amherst, NH. May 2006

Mental Illness Management Services. Presented workshop at Riverbend Mental Health Center for staff training purposes. May 2006

Transitions for Parents. Developed program designed to explore parental roles in freshman transitions at the University at Albany. June 2002

Parents as Partners. Developed document providing information about college students' use of alcohol and other drugs and parental roles in moderating that was placed on a website for parents at the University at Albany. June 2002

Depression and Women. Presented workshop to a sorority at the University at Albany. April 2002

Stress Management. Presented a workshop to a group of Residential Assistants on the University at Albany campus. April 2002

Handbook of Interpreting in Mental Health Settings. Unpublished Manuscript, University of New Hampshire at Manchester. May 2000

Family Functioning and Loneliness in Adolescent Suicide Ideators and Attempters. Presented paper at 32nd Annual Conference of the American Association of Suicidology. April 1999

Gender and Memory. Presented at the Fourth Annual Undergraduate Research Conference at Rhode Island College. Spring 1995

Professional Affiliations:

American Psychological Association
- APA Division 12, Clinical Psychology
- APA Division 22, Rehabilitation Psychology
  - Special Interest Section on Deafness

New Hampshire Association of the Deaf
New Hampshire Disaster Behavioral Health Response Team (DBHRT)
Registry of Interpreters for the Deaf
- New Hampshire Registry of Interpreters for the Deaf

Weare Citizens Emergency Response Team (CERT)

Languages of Fluency:

American Sign Language (ASL)

CURRICULUM VITAE

Marilou B. Patalinjug Tyner, M.D., FAPA

Employment

2003 – 2010	Outpatient Psychiatry, HBHS dba Process Strategies 376 Kenmore Drive, Danville, WV 25053
2003 – 2008	Outpatient Psychiatry, HBHS dba Process Strategies 163 Main Street, Clay, WV 25043
2008 – 2009	Tele-psychiatry for Prestera Center, Clay County based at Prestera Center, 511 Morris Street, Charleston, WV 25301
2007 – 2009	Tele-psychiatry for PsyCare, Inc. for the Potomac Highland Regional Jail and Central Regional Jail, WV
2010 – 2011	Tele-psychiatry for Prestera Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56th Street, Charleston, WV 25304
2007 – 2013	Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV, Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites since March 2010, based at Process Strategies office
2008 – 2013	Outpatient Psychiatry, Process Strategies 1418A MacCorkle Avenue, Charleston, WV 25303
2013 – Current	Chief Medical Officer, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
2013 – Current	Forensic Psychiatry Unit, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301

Certification / Licensure

1987 - 1995	Physician Licensure, Philippines
2002 - 2003	Physician Licensure, State of Connecticut
2002 - 2004	Physician Limited Permit, New York
2003 - Current	Physician Licensure, West Virginia
2003 - Current	Diplomate in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2005 - Current	Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.
2013 - 2023	Maintenance of Certification in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2015 – 2025	Maintenance of Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.

Education

1983 B.S.	Psychology, University of the Philippines College of Arts and Sciences Quezon City, Philippines
1987 M.D.	University of the Philippines College of Medicine Manila, Philippines

Postdoctoral Training

1987 - 1988	Postgraduate Internship, Philippine General Hospital Manila, Philippines
1989 - 1991	Residency Training, Psychiatry Philippine General Hospital, Manila, Philippines
1991 - 1992	Chief Resident, Psychiatry Philippine General Hospital, Manila, Philippines
1998 - 2002	Residency Training, Psychiatry NYU School of Medicine, New York, NY 10016
2001 - 2002	Chief Resident, Psychiatry Outpatient Division Chief Resident (July-December 2001) Administrative Chief Resident (January-June 2002) NYU School of Medicine, New York, NY 10016
2002 - 2003	Fellowship Training, Forensic Psychiatry NYU School of Medicine, New York, NY 10016

Other Professional Positions

1993	Research Associate, Intercare Research Foundation, Inc. Metro Manila, Philippines
1993 - 1994	Research Assistant, Research Foundation for Mental Hygiene Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035
1994 – 1998	Research Scientist, Nathan S. Kline Institute Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035

Awards and Honors

1983	Cum Laude, BS Psychology, University of the Philippines
1983	Phi Kappa Phi Honor Society, University of the Philippines,
1983	Pi Gamma Mu Honor Society, University of the Philippines
1992	Ciba-Geigy Fellowship Grant in Administrative Psychiatry
2002	Aventis Women Leaders Fellowship, American Psychiatric Association Annual Meeting, Philadelphia

Membership in Professional Societies

2000 - 2010	Member, American Psychiatric Association
2010 – Current	Fellow, American Psychiatric Association
2002 - Current	Member, American Academy of Psychiatry and the Law
2002 - Current	Member, NYU-Bellevue Psychiatric Society
2008 - Current	Member, American Medical Association
2008 – Current	Member, West Virginia State Medical Association

Teaching Experience

1990 - 1992	Training of Trainers in Critical Incident Stress Debriefing National Program for Mental Health, Philippines
1992 - 1993	Lectures in Psychiatry for Physical Therapy Students, University of the Philippines College of Manila, Philippines
1994 - 1998	Instructor, Management of Crisis Situations for Forensics Kirby Forensic Psychiatric Center, Wards Island, New York
2001 - 2003	Clinical Instructor, New York University School of Medicine
2004 – current	Clinical Assistant Professor, West Virginia University, CAMC Department of Behavioral Medicine and Psychiatry, Charleston, WV
2015 – current	Clinical Assistant Professor, West Virginia University School of Medicine, Morgantown, WV

Research

1. Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56th Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
2. Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louis, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. *Psychiatry Research: Neuroimaging Section*, 107: 61-73.
3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters in a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
5. Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
6. Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
7. Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Aguilar M.A., Salazar M.C., Patalinjug M.B. (1994). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
8. Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guillergan M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18th Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

REFERENCES

1. Ted Thornton, M.D. (304) 552-6836 ted.thornton@yahoo.com
2. Toni Goodykoontz, M.D. (304) 669-0470 tgoodykoontz1@gmail.com
3. Fred Frazier III, APRN, PMHNP-BC (304) 669-9032 fredfrazier3@gmail.com

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST



SKILLS

Budgeting & Forecasting
Analysis & Reporting
Ethics & Compliance
Strategic Planning
Team Leadership
Project Management
Accountability
Improving Efficiency
Business Systems
Risk & Resource Management
Presentations
Active Listening

EDUCATION

MASTER'S DEGREE
Business Administration
Southern New Hampshire University
2009 - 2011

BACHELOR OF SCIENCE
Accounting
Franklin Pierce College
1998 - 2000

LICENSES & CERTIFICATIONS

CERTIFIED MANAGEMENT ACCOUNTANT
License #51807

CANDIDATE
Certified Public Accountant
Anticipated: 05/2018

PROFESSIONAL PROFILE

A financial professional with over ten years of managerial and administrative experience in a diverse set of industries and with a proven record of innovation and leadership. With a focus on continuous improvement and a holistic approach, I am able to reach strategic goals through the use of collaboration, technology and grit. Leading by example, I have successful restored confidence and respect in financial departments while focusing on customer service and a commitment to the corporate mission.

EXPERIENCE

BUSINESS AFFAIRS OFFICER/CFO
Manchester Community College/March 2014 - October 2015

As a member of the President's Cabinet and Leadership Team, developed policies and procedures to allow the College to meet its mission and strategic focus. Successfully managed an overall budget of $22 million by working with department managers over 60 different departments. Directed all institutional operations including accounting & finance, facilities, campus safety, capital projects as well as risk management. Mentored eight (8) direct reports and a total of 29 total employees in the areas of finance, maintenance, safety, reception and stockroom. Participated in system-wide CFO meetings as well as Finance Committee meetings on behalf of the College.

- Developed a more collaborative and positive annual budget process during a period of revenue decline. Presented audience appropriate updates and pro forma statements throughout year to campus leadership, BOD, staff & faculty and advisory committees.
- Greatly increased accuracy of financial reporting and adherence to GAAP through the realignment of cost departments, and improvements to the data structure within Banner Finance.
- Created financial models and tools that allowed management and department leaders to project financial impacts of various enrollment scenarios.
- Increased fee revenue by 10% following thorough financial analysis.
- Overhauled campus safety systems and procedures to better ensure the safety of students, staff, faculty and visitors. Improvements included; a remote door locking system, camera and surveillance upgrades, rekeying of the entire campus and the installation of security software.
- Implemented software that enabled the facilities department to capture and analyze workforce data that would allow management to identify and capitalize on potential personnel efficiencies and better plan for deferred maintenance.
- Introduced the concept of long-term forecasts for the benefit of strategic budgeting.
- Re-engineered adjunct contract process, improving accuracy by 75%.
- Implemented P-Card program to over 50 users.
- Verified donor and grant funding spent in accordance with donor intent or grant guidelines.
- Provided ongoing feedback to subordinates and created development plans that encouraged growth and satisfaction for each employee.

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST

bjeannev@yahoo.com

603.491.4752

Concord, NH

TECHNICAL SKILLS

Microsoft Office Suite

Advanced Excel

Banner

Salesforce

Conga Reporting

Blackbaud

Dashboards

Sage MIP, MAS90

QuickBooks

Graphical representations

School Dude

MEMBERSHIPS & AFFILIATIONS

Notary Public

Institute of Management Accountants

Delta Mu Delta

VOLUNTEER EXPERIENCE

Rape and Domestic Crisis Center/ Treasurer
1992 - 1994

EXPERIENCE continued

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

New Hampshire Association for the Blind/September 2011 - May 2014

Collaborated with other members of management to review, select and monitor organizational opportunities. Managed all financial and administrative matters including, HR, IT, and facility functions.

- Managed $2.5 million annual budget process and provided monthly financials and respective analysis to Board of Directors and Management Team.
- Improved the financial story through the creation of visual dashboards supplementing the monthly financial package.
- Ensured proper application of investment and spending policies to the organization's $7 million endowment and Charitable Gift Annuities.
- Reduced Life and LTD costs by 60% and other contractual expenses by 50% through re-negotiations with vendors.
- Prepared all year-end audit schedules, maintained all supporting documentation for 990 filing, and completed monthly and annual reconciliations.
- Calculated annual compensation from endowment fund and other donor restricted funds.
- Mapped and managed data conversion of client data from legacy system to Salesforce.com and designed an automatic invoicing system resulting in personnel savings through work efficiencies.
- Enhanced data integrity and improved financial reporting through improvements to the GL structure and updated financial software.

ACCOUNTANT

New Hampshire Association for the Blind/November 2005 - September 2011

Performed all accounting duties for the organization including payroll, A/R, A/P as well as providing IT and HR support. As part of a succession plan and expected assumption of VPFA position, progressive responsibilities included completion of the monthly close process, preparation of year end schedules for annual audit and 990 preparation.

DEPARTMENT SECRETARY/ADMISSIONS COORDINATOR

Catholic Medical Center/August 1996 - October 2004

While performing all duties relative to being a stay at home Mom, I worked in the healthcare industry to take advantage of the weekend and evening hours. In this role, I performed all administrative duties within the admissions, emergency and maternity departments for catholic medical center. Utilized customer service, listening and time management skills to ensure excellent patient care.

CONSUMER LOAN RECOVERY MANAGER

First New Hampshire Bank/September 1990 - May 1996

Managed all collection efforts for the recovery of charged off funds related to the consumer loan portfolio. Directed a staff of six (6) and assigned outside legal counsel and collection agencies ensuring greatest recovery of funds.

Maureen Ryan

Qualifications Summary:

- Mission driven, results oriented leader with a strong track record of achieving goal oriented, cost effective quality outcomes
- 20 years progressive management experience in both the private and public sector
- Successful experience in project management, program design and implementation, strategic planning, and grant writing
- Excellent written and verbal communication skills and experienced in public speaking, delivering presentations and facilitating diverse groups

Professional Experience

New Hampshire Department of Health and Human Services **12/05 - present**

Senior Director, Office of Human Services **6/16-present**

- Responsible for providing strategic leadership, direction and administrative oversight for the Divisions of Family Assistance, Children, Youth, & Families, and Child Support Services; the Bureaus of Elderly & Adult Services, Homeless & Housing Services; and Community Based Military Programs; and the Office of Health Equity
- Oversees the administration and implementation of programs to ensure compliance with state and federal laws, regulations, and policies; programmatic efficiency and effectiveness; financial integrity and sustainability; and effective personnel and resource allocation
- Proactively identifies critical issues, actions, or decision-points impacting program administration and service delivery, such as policy change, legislative mandate, or resource need, and engages staff to fully assess the issues and impacts, proactively develop a well-supported strategic plan or response, and communicate and implement decisions timely
- Actively mentors and engages OHS senior management in supporting high quality, effective management practices by supporting skill development in motivating and leading staff, managing change, strategic planning, developing innovative solutions, effective program implementation, data-driven evaluation, and modeling and supporting a professional, accountable workforce

Administrator, Bureau of Homeless and Housing Services **8/07 – 6/16**

- Direct the coordination and administration of federal and state funding of statewide homeless service contracts
- Direct all bureau activities including contract monitoring, technical assistance, strategic planning, training and regional problem-solving activities
- Coordinate planning efforts for the development of community services and new initiatives
- Serve as agency representative relative to state homeless service programs, to local, state and federal agencies

Administrator, Bureau of Improvement and Integrity **3/06 – 8/07**

- Responsible for the overall management of the Continuous Improvement unit of the Bureau of Improvement and Integrity
- Direct all aspects of DHHS wide program Quality Assurance reviews including routine program evaluations, special investigations, work process analysis, and root cause analysis of specific programmatic issues
- Develop and direct projects related to Quality Improvement including facilitating interagency collaboration, system changes involving multiple divisions, organizational development issues and team building

Program Planning and Review Specialist, Bureau of Improvement and Integrity 12/05 – 3/06

- Overall management and administration of a Centers for Medicare and Medicaid Services (CMS) Real Choice Systems Change Grant
- Coordinated the start up of the department wide implementation of a comprehensive Quality Improvement effort
- Established and facilitated an ongoing, state wide stakeholder Quality Council, the goal of which is to improve communication between the state and community health service providers and elicit feedback on quality improvement initiatives

Consultant/Independent Contractor 2009-2014
NH region for Anthem EAP and Work Place Options, Raleigh, North Carolina

- Facilitate workshops and professional development seminars on various topics including employee relations, management, leadership development, and work life balance.

Employee Assistance Consultant, Resource Management Consultants 8/05 – 11/05
One Pillsbury St., Suite 300, Concord, NH 03301

- Provided telephone consultation, risk assessment, therapeutic intervention and facilitated referrals to various resources for individuals needing assistance with work/life issues

Director of Outreach, HEARTH 9/01-8/05
1640 Washington St., Boston, MA 02118

- Directed and supervised Outreach Department program staff in the coordination of case management, housing search, and housing stabilization services
- Developed and managed the agency's representative payee program, ensuring compliance with federal regulations and ensuring quality of service in managing clients' finances
- Developed and maintained collaborative relationships within the community including local businesses, healthcare providers, local and state government entities, and human service agencies
- Provided weekly clinical and administrative supervision to case managers, representative payee staff, and program interns
- Developed and coordinated the agency's Critical Incident Debriefing Team

Program Director, The Lynn Emergency Shelter 12/00- 8/01
Lynn Shelter Association, 100 Willow St., Lynn, MA 01901

- Responsible for the overall management of a homeless shelter, serving up to 80 homeless adults nightly, ensuring quality and consistency of service delivery
- Managed the shelter's operating budget and performed analysis/strategic planning
- Developed and implemented a structured day program, the goal of which was to offer tools to expand skills and enhance the capabilities of shelter guests
- Developed and implemented a comprehensive case management program and provided training and clinical supervision to case managers

Program Coordinator, Common Ground Women's Transitional Housing Program 2/97 – 12/00
Shelter Inc., 109 School St., Cambridge, MA 02139

- Responsible for the overall management of a HUD funded transitional housing program, and providing counseling and case management to program residents
- Developed and facilitated various workshops and groups for program residents
- Developed and facilitated training programs for shelter staff and interns

Education

Lesley University, Cambridge, MA Master of Arts in Psychology 1997

St. Bonaventure University, New York Bachelor of Arts 1992
Major: Psychology Minor: Mass Communications

PATRICK M. ULMEN

October 10, 1997

Objective:

Industrious and dependable Masters graduate, with educational and experiential focus principally in research, psychology, case management and business administration, seeking management related growth opportunities with marketing research focus. In both educational and work experience, has demonstrated skills to work well with others, apply knowledge, make innovative contributions, manage complex problems and situations, and perform at a level exceeding expectations and demands.

Work Experience:

8/1992 - current

CLM Behavioral Health Systems, Windham Inn
P.O. Box 1027, Windham, N.H. 03087 (603) 434-9937

Psychiatric Case Manager. Duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support. Skills growth and accomplishments resulted in assignment of and success with exceptionally complex cases. Proposed, initiated, and continued development of alternative treatment planning and tracking mechanism ongoing since instated December 1995.
Information Analyst. Employing computer and research skills to identify, collect, analyze and review information relevant to planning, delivery, and monitoring of consumer support services and associated client outcomes to management staff and Regional Planning Committee.
Management Information Systems Assistant. Assisting in design, development, integration, refinement, maintenance, and expansion of automated community support services networking system.

1/1992 - 1/1995

Hesser College
3 Sundial Ave, Manchester, N.H. 03103 (603) 668-6660

Instructor. Courses taught: Introduction to Psychology, Individual and Group Counseling Techniques, and Contemporary Social Problems. Based on established teaching skills and reputation, actively sought by students seeking challenge and scholarship.

7/1991 - 8/1992 & 6/1986 - 6/1989

Chick Beaulieu Inc.
5 & 1/2 Gaffney St, Nashua N.H. 03060 (603) 883-5822

Office Manager, On-site Supervisor and Construction Worker. Duties included maintaining company journals, managing all business financial transactions, customer and employee relations, job costing, and reorganization of information flow, operations and records, delivery and coordination of service on site.

3/1991 - 6/1991

ECPI of Tidewater VA Inc.
5555 Greenwich, Suite 100, Virginia Beach, VA. 23462-6513 (804) 671-7171

Instructor. Taught Applied Psychology.

Recent Presentations:

8/8/1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.

6/16/1997 Practical Application of MHSIP Outcome Measures within Community Support Services. New Hampshire Community Mental Health Services Conference. Manchester, NH.

Education:

6/1989 - 7/1991 Old Dominion University, Norfolk, VA. Master of Science, Psychology.

1982 - 1987 Keene State College, Keene, NH. B.S. Business Management, B.A. Psychology.

PATRICK M. ULMEN • 7 DRAYCOACH CIRCLE • NASHUA, NH 03062
TELEPHONE (603) 891-0282

MANAGEMENT INFORMATION SYSTEMS PROJECT MANAGER
INFORMATION ANALYST
PSYCHIATRIC CASE MANAGER

CAREER SUMMARY

Educational and experiential focus in development and integration of information systems, research, psychology, case management, education and business administration. Established reputation for working well with others, applying knowledge, making innovative contributions, managing complex problems and situations while performing at a level exceeding expectations and demands.

PRESENT POSITION

Development and management of web based information system between two regional community mental health centers. Management of local network, hardware and software system at a state funded regional Mental Health Center. Monitoring staff needs, recommending, and when indicated implementing appropriate changes. Educating staff towards more efficient and effective use of existing systems. Development and/or implementation of reporting tools. Analysis of existing data to generate information which meets the needs of staff, the agency, community and state representatives. Presentations at State and Northeastern conferences on developing and employing an information management system to improve psychiatric care. Collaborative work with a software development firm specializing in employing leading edge technology to develop state of the art, web based, information management systems.
Case management duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support for approximately 25 consumers of mental health services.

RECENT PRESENTATIONS

March, 1998 An Integrated Clinical Information Management System, Annual Conference for The Association of Community Living. Albany, NY.
August, 1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services, Institute on Mental Health Management Information. Albany, NY.
June, 1997 Practical Application of MHSIP Outcome Measures Within Community Support Services, New Hampshire Community Mental Health Service Conference. Manchester, NH.

EARLIER EXPERIENCE

College instructor of psychology, counseling and social science for 5 years. Based on established teaching skills and reputation actively sought by students seeking challenge and scholarship.
Office manager at a home improvement company. Duties included maintaining company journals, job costing, managing business financial transactions, customer and employee relations, and reorganizing information flow, office operations and records.

EDUCATION

Old Dominion University, Norfolk, VA. Master of Science, Psychology.
Keene State College, Keene, NH. BS Business Management, BA Psychology.

GREATER NASHUA MENTAL HEALTH

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Craig Amoth	President and CEO	$175,000	0.00%	$0.00
Cynthia Whitaker, PsyD	Chief of Services	$104,906	5.00%	$5,245.30
Marilou Patalinjug Tyner, MD	Chief Medical Officer	$258,830	0.00%	$0.00
Bettejean Neveux, CMA	Chief Financial Officer	$99,513	5.00%	$4,975.65
Maureen Ryan	Director, Quality & Compliance	$93,925	0.00%	$0.00
Patrick Ulmen	Chief Information Officer	$109,470	5.00%	$5,473.50

7 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kleman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	139**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov, Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,927	$1,549,015	$4,708,942

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

   10. Contract Compliance Audits

   10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty

(30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8, in its entirety.

The rest of this page intentionally left blank.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

7/10/18
Date

Katja S. Fox
Director

Community Council of Nashua, N.H.
d/b/a Greater Nashua Mental Health Center

7/5/18
Date

Name: Cynthia L Whitaker, PsyD, MLADC
Title: Chief of Services

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on July 5 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that she executed this document in the capacity indicated above.

Signature of Notary Public ~~or Justice of the Peace~~

PATRICIA S. PRINCE

Name and Title of Notary ~~or Justice of the Peace~~

My Commission Expires: PATRICIA S. PRINCE ~~Notary Public - New Hampshire~~ My Commission Expires July 19, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/10/18
Date

Name: Megan A. Yarger
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

G

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

This contract includes language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lamb, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kleman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Analyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	381	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr Fannum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177684-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Diamas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364		$103,364
Sub-total			$103,364	$0	$103,364

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177689-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155282-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548		$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$0	$2,205,533
Grand Total All			$3,157,927	$0	$3,157,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-12)

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 Community Council of Nashua, N.H. dba/ Greater Nashua Mental Health Center		1.4 Contractor Address 100 West Pearl Street Nashua NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $162,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Craig D. Amoth		1.12 Name and Title of Contractor Signatory Craig D. Amoth, President and CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On June 1, 2018, 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

Patricia S. Prince

[Seal]

PATRICIA S. PRINCE
Notary Public - New Hampshire
My Commission Expires July 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Patricia Prince, Notary Public

1.14 State Agency Signature Date: 6/7/18	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: On: 6/8/18

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

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 GS
Date 6/1/18

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.

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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 CA
Date 6/1/18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.3. Intensive Outpatient Treatment as defined as ASAM Criteria, Level 2.1. Intensive Outpatient Treatment services provide intensive and structured individual and group alcohol and/or other drug treatment services and activities that are provided according to an individualized treatment plan that includes a range of outpatient treatment services and other ancillary alcohol and/or other drug services. Services for adults are provided at least 9 hours a week. Services for adolescents are provided at least 6 hours a week.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below.

2.5.2. The Contractor must complete Intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.6.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including

42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and.

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a

copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Reserved

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or

serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form"

(February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall

include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.

Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



Exhibit A-1 Operational Requirements

3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   - 4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   - 4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   - 4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   - 4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   - 4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   - 4.6. The Contractor shall:
     - 4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
     - 4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
     - 4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   - 4.7. The Contractor shall post the following documents in a public area:
     - 4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
     - 4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   - 4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   - 4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   - 4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   - 4.11. The Contractor shall:
     - 4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
     - 4.11.2. Submit additional information if required by the department; and
     - 4.11.3. Report the event to other agencies as required by law.
   - 4.12. The Contractor shall implement policies and procedures for reporting:
     - 4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
     - 4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.



Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.



Exhibit A-1 Operational Requirements

7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and.
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;



Exhibit A-1 Operational Requirements

7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



Exhibit A-1 Operational Requirements

10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

Contactor Initials: CB
Date: 6/11/18



Exhibit A-1 Operational Requirements

10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.
    11.1. A client shall be discharged from a program for the following reasons:
        11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;
        11.1.2. Program termination, including:
            11.1.2.1. Administrative discharge;
            11.1.2.2. Non-compliance with the program;
            11.1.2.3. The client left the program before completion against advice of treatment staff; and
        11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and
    11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:
        11.2.1. The dates of admission and discharge or transfer;
        11.2.2. The client's psychosocial substance abuse history and legal history;
        11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;
        11.2.4. The reason for discharge or transfer;
        11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;
        11.2.6. A summary of the client's physical condition at the time of discharge or transfer;
        11.2.7. A continuing care plan, including all ASAM domains;
        11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and
        11.2.9. The dated signature of the counselor completing the summary.
    11.3. The discharge summary shall be completed:
        11.3.1. No later than 7 days following a client's discharge or transfer from the program; or
        11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.
    11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:
        11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and
        11.4.2. Update the client assessment and treatment plan.
    11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:
        11.5.1. The discharge summary;
        11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and
        11.5.3. A diagnostic assessment statement and other assessment information, including:
            11.5.3.1. TB test results;
            11.5.3.2. A record of the client's treatment history; and



Exhibit A-1 Operational Requirements

11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



Exhibit A-1 Operational Requirements

13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



Exhibit A-1 Operational Requirements

16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;



Exhibit A-1 Operational Requirements

19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and



Exhibit A-1 Operational Requirements

19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
20.2.1. Give the effective date of termination;
20.2.2. List the clinical or management reasons for termination; and
20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.
20.3. A Contractor shall document in the record of a client who has been terminated that:
20.3.1. The client has been notified of the termination; and
20.3.2. The termination has been approved by the program director.
21. Client Rights in Residential Programs.
21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
21.1.1. The right to a safe, sanitary and humane living environment;
21.1.2. The right to privately communicate with others, including:
21.1.2.1. The right to send and receive unopened and uncensored correspondence;
21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
21.1.4. The right to privacy, including the following:
21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
21.1.5. The right to individual choice, including the following:
21.1.5.1. The right to keep and wear their own clothes;
21.1.5.2. The right to space for personal possessions;
21.1.5.3. The right to keep and to read materials of their own choosing;
21.1.5.4. The right to keep and spend their own money; and
21.1.5.5. The right not to work and to be compensated for any work performed, except that:
21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



Exhibit A-1 Operational Requirements

21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

Contactor Initials: CP
Date: 6/1/18



Exhibit A-1 Operational Requirements

22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.



Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 6, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 6 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.

5.8. In the event of an overpayment (wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Sliding Fee Scale

6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

6.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

6.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

7. Submitting Charges for Payment

7.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

7.1.5. Submit separate batches for each billing month.

7.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

7.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

8. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

9. Funds in this contract may not be used to replace funding for a program already funded from another source.

10. The Contractor will keep detailed records of their activities related to Department funded programs and services.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

13. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

13.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

13.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

13.2.1. Make cash payments to intended recipients of substance abuse services.

13.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

13.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

13.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

13.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$6.60	15 min
Intensive Outpatient	$104.00	Per day: only on those days when the client attends individual and/or group counseling associated with the program.

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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)

440 Amherst Street, Nashua, Hillsborough County, NH, 03063

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

Contractor Name:

June 1, 2018
Date

Name: Craig D. Arnold
Title: President and CEO

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:

June 1, 2018
Date

Name: Craig D. Arnoth
Title: President and CEO

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 (l)(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:

Jun1, 2018
Date

Name: Craig D. Arnoth
Title: President and CEO

Contractor Initials CA
Date 6/1/18

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:

June 1, 2018
Date

Name: Craig D. Amoth
Title: President and CEO

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:

June 1, 2018
Date

Name: Craig D. Amoth
Title: President and CEO

HEALTH INSURANCE PORTABILITY 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	Community Council of Nashua, NH dba/ Greater Nashua Mental Health Center
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
[signature]	Craig D. Arnoth
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
6/7/18	June 1, 2018
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:

June 1, 2018
Date

Name: Craig D. Amoth
Title: President and CEO

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: 081249823

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential Information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 2nd Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and West Central Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 9 Hanover Street, Suite 2, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G) and amended on July 27, 2018 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2020.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $16,500.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.

6. Delete Exhibit B, Amendment #1, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Amendment #2, Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/31/19
Date

Katja S. Fox
Director

West Central Services, Inc.

5/29/19
Date

Name: Suellen Griffin
Title: President/CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on May 29, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Nancy Nowell
Name and Title of Notary or Justice of the Peace

NANCY NOWELL, Justice of the Peace
State of New Hampshire
My Commission Expires October 17, 2023

My Commission Expires: October 17, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/19
Date

Name: Anne M. Edwards
Title: Associate Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Scope of Services

1. Provisions Applicable to All Services

1.1. 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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.3. The Contractor shall provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

1.4. **Standard Compliance**

1.4.1. The Contractor shall meet all information security and privacy requirements as set by the Department

1.4.2. The Contractor shall assist clients with enrolling in public or private health insurance, if the client is determined eligible for such coverage.

1.4.3. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program, for clients identified as at risk of or with HIV/AIDS,

1.4.4. The Contractor shall ensure that all clients are regularly screened for tobacco use, treatment needs and referral to the QuitLine as part of treatment planning.

1.4.5. The Contractor shall submit a plan for Department approval no later than 30 days from the date of Governor & Executive Council approval that specifies actions to be taken in the event that the Contractor ceases to provide services. The Contractor shall ensure the plan includes, but is not limited to:

1.4.5.1. A transition action plan that ensures clients seamlessly transition to alternative providers with no gap in services.

1.4.5.2. Where and how client records will be transferred to ensure no gaps and services, ensuring the Department is not identified as the identity responsible for client records; and

1.4.5.3. Client notification processes and procedures for 1.4.5.1 and 1.4.5.2.

2. Scope of Services

2.1. The Contractor shall provide services to eligible individuals who:

2.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal

guardian to receive treatment, and

2.1.2. Have income below 400% Federal Poverty Level, and

2.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor shall provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor shall:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHNs) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.3.1. Referring clients to Doorways services when the Contractor cannot admit a client for services within forty-eight (48) hours; and

2.2.2.3.2. Referring clients to Doorways services at the time of discharge when a client is in need of Doorways services.

2.2.2.4. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.5. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor shall provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration

of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor shall determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.5 below:

2.5.2. The Contractor shall complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically or by telephone conversation with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the client record or call log.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder. All attempts at contact shall be documented in the client record or call log.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks. Inquiries about changes in income shall be documented in the client record

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.3 and, within two (2) days of the initial Intake Screening in Section 2.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall use the clinical evaluations completed by a licensed or unlicensed Counselor from a referring agency.

2.5.5. If the client does not present with an evaluation completed by a licensed or unlicensed counselor, the Contractor shall, for all services provided, complete a clinical evaluation utilizing CONTINUUM or an alternative method approved by the Department that includes DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor shall complete a clinical evaluation, for each client:

2.5.5.1. Prior to admission as a part of interim services or within three (3) business days following admission.

2.5.5.2. During treatment only when determined by a Licensed Counselor.

2.5.6. The Contractor shall either complete clinical evaluations in Section 2.5.4 above before admission **or** Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.5, in which case the client may choose:

2.5.7.2.1. A service with a lower intensity ASAM Level of Care;

2.5.7.2.2. A service with the next available higher intensity ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.3; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Doorways the client's area to connect the client with substance use disorder treatment services; or

2.5.8.1.2. If the client refuses referral in 2.5.8.1.1., assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the client; and

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60-minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor shall obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor shall include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.11.3. The Regional Doorways

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11, above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor shall provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor shall provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor shall maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor shall track the wait time for the clients to receive services, from the date of initial contact to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.3 through 2.5.7.

2.6.3. The Contractor shall report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor shall assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.7.1.2. Assistance with securing financial resources or the clients' refusal of such assistance shall be clearly documented in the client record

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract.

2.8.3. The Contractor shall complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days or three (3) sessions, whichever is longer of the clinical evaluation in Section 2.5.4 through 2.5.6, above, that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. Specific, clearly defining what shall be done.

2.8.3.1.2. Measurable, including clear criteria for progress and completion).

2.8.3.1.3. Attainable, within the individual's ability to achieve.

2.8.3.1.4. Realistic, the resources are available to the individual.

2.8.3.1.5. Timely, this is something that needs to be completed within a stated period for completion that is reasonable.

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates shall include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor shall make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization, Doorway, third party insurance, or other provider, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, and the Doorways as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor shall clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4.1 through 2.8.4.1.7, above.

2.8.5. The Contractor shall complete continuing care, transfer, and discharge plans for all Services in Section 2.3, that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria, A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level

of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The service is based on a theoretical perspective that has validated research.

2.8.7. The Contractor shall deliver services in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of:

2.9.1.1. Hepatitis C Virus (HCV).

2.9.1.2. Human Immunodeficiency Virus (HIV).

2.9.1.3. Sexually Transmitted Diseases (STD).

2.9.1.4. Tobacco Treatment Tools that include:

2.9.1.4.1. Assessing clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offering resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.10. Tobacco Free Environment

2.10.1. The Contractor shall ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor shall post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

2.10.3. The Contractor shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this contract as follows:

3.1.1. At least one licensed supervisor, defined as:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC);

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential; or

3.1.1.3. Licensed mental health provider.

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served including but not limited to:

3.1.2.1. Licensed counselors defined as MLADCS, LADCs and individuals licensed by the Board of Mental Health Practice or Board of Psychology. Licensed counselors may deliver any clinical or recovery support services within their scope of practice.

3.1.2.2. Unlicensed counselors defined as individuals who have completed the required coursework for licensure by the Board of Alcohol and Other Drug Use Providers, Board of Mental Health Practice or Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.2.3. Certified Recovery Support workers (CRSWs) who may deliver intensive case management and other recovery support services within their scope of practice provided that they are under the direct supervision of a licensed supervisor.

3.1.2.4. Uncertified recovery support workers defined as individuals who are working to accumulate the work experience required for certification as a CRSW who may deliver intensive case management and other recovery support services within their scope of knowledge provided that they are under the direct supervision of a licensed supervisor.

3.1.3. No licensed supervisor shall supervise more than twelve staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.4. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.4.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.4.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions;

3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns having direct contact with individuals served by this contract. Additionally, The Contractor shall have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information

(PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Web Information Technology

4.1. The Contractor shall use the Web Information Technology System (WITS) or an alternative electronic health record approved by the Department to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

4.2. The Contractor shall, before providing services, obtain written informed consent from the client on the consent form provided by the Department.

4.2.1. Any client refusing to sign the informed consent in 5.2:

4.2.1.1. Shall not be entered into the WITS system; and

4.2.1.2. Shall not receive services under this contract.

4.2.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.2.4. shall be assisted in finding alternative payers for the required services.

4.3. The Contractor agrees to the Information Security Requirements Exhibit K.

4.4. The WITS system shall only be used for clients who are in a program that is funded by or under the oversight of the Department.

5. Reporting

5.1. The Contractor shall report on the following:

5.1.1. National Outcome Measures (NOMs) data in WITS for:

5.1.1.1. 100% of all clients at admission

5.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

5.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 5.1.1.2.

5.1.1.4. The above NOMs in Section 5.1.1.1 through 5.1.1.4 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

5.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

5.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

5.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:

5.1.3.1.1. Abuse;

5.1.3.1.2. Neglect;

5.1.3.1.3. Exploitation;

5.1.3.1.4. Rights violation;

5.1.3.1.5. Missing person;

5.1.3.1.6. Medical emergency;

5.1.3.1.7. Restraint; or

5.1.3.1.8. Medical error.

5.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

5.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

5.1.6. Sentinel events to the Department as follows:

5.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

5.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

5.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

5.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

5.1.6.2.3. Location, date, and time of the event;

5.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

5.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

5.1.6.2.6. The identification of any media that had reported the event;

5.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

5.1.6.4. Additional information on the event that is discovered after filing the form in Section 5.1.6. above shall be reported to the Department, in writing, as it becomes available or upon request of the Department; and

5.1.6.5. Submit additional information regarding Sections 5.1.6.3above if required by the department; and

5.1.6.6. Report the event in Sections 5.1.6.3. above, as applicable, to other agencies as required by law.

6. Quality Improvement

6.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

6.1.1. Participation in electronic and in-person client record reviews

6.1.2. Participation in site visits

6.1.3. Participation in training and technical assistance activities as directed by the Department.

6.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

6.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

6.2.1.1. Monitoring the capacity such as staffing and other resources to consistently and evenly deliver these services; and

6.2.1.2. Monitoring no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor

shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

7. Maintenance of Fiscal Integrity

7.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor shall be evaluated on the following:

7.1.1. Days of Cash on Hand:

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

7.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above shall mature within three (3) months and should not include common stock.

7.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

7.1.2. Current Ratio:

7.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

7.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

7.1.3. Debt Service Coverage Ratio:

7.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

7.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

7.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

7.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

7.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

7.1.4. Net Assets to Total Assets:

7.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

7.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

7.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

7.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

7.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

7.2. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, the Profit and Loss statement for the month and year-to-date for the agency and the Profit and Loss statement for the month and year-to-date for the program being funded with this contract.

7.3. In the event that the Contractor does not meet either:

7.3.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

7.3.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

7.3.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

7.3.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 7.2.1 and/or 7.2.2 have not been met.

7.3.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

7.3.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

7.4. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

7.5. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

8. Performance Measures

The following performance measures are required for client services rendered from all sources of funds.

8.1. The Contractor's contract performance shall be measured as in Section 8.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

8.2. For the first year of the contract only, the data, as collected in WITS, shall be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

8.2.1. Initiation: % of clients accessing services within 14 days of screening;

8.2.2. Engagement: % of clients receiving 3 or more eligible services within 34 days;

8.2.3. Retention: % of clients receiving 6 or more eligible services within 60 days;

8.2.4. Clinically appropriate services: % of clients receiving ASAM level of care within 30 days;

8.2.5. Treatment completion: % of clients completing treatment; and

8.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

8.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

8.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

8.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

8.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

8.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

9. Contract Compliance Audits

9.1. In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

9.2. The Contractor shall ensure the corrective action plan shall include:

9.2.1. The action(s) that shall be taken to correct each deficiency;

9.2.2. The action(s) that shall be taken to prevent the reoccurrence of each deficiency;

9.2.3. The specific steps and time line for implementing the actions above;

9.2.4. The plan for monitoring to ensure that the actions above are effective; and

9.2.5. How and when the vendor shall report to the Department on progress on implementation and effectiveness.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Amendment #2, Scope of Services.

2. This Agreement is funded by:

   2.1. New Hampshire General Funds;

   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;

   2.3. Federal Funds from the United States Department of Health and Human Services, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and

   2.4. The Contractor agrees to provide the services in Exhibit A, Amendment #2, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services

   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:

      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid

      3.1.2. Services covered by Medicare for clients who are eligible for Medicare

      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1, Service Fee Table set by the Department.

   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

   3.3. Notwithstanding Section 3.1 above, when payment of the deductible or copay would constitute a financial hardship for the client, the Contractor must seek reimbursement from the State for that deductible based on the sliding fee scale and not to exceed $4,000 per client per treatment episode.

      3.3.1. For the purposes of this section, financial hardship is defined as the client's monthly household income being less than the

deductible plus the Federally defined monthly cost of living (COL).

3.3.1.1. If the individual owns a vehicle:

	Family Size				
	1	2	3	4	5+
Monthly COL	$ 3,119.90	$ 3,964.90	$ 4,252.10	$ 4,798.80	$ 4,643.90

3.3.1.2. If the individual does not own a vehicle:

	Family Size				
	1	2	3	4	5
Monthly COL	$ 2,570.90	$ 3,415.90	$ 3,703.10	$ 4,249.80	$ 4,643.90

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1, Service Fee Table, unless otherwise stated.

4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1, Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Payments may be withheld until the Contractor submits accurate required monthly and quarterly reporting.

5.1.4. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1 Service Fee Table, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1 Service Fee Table.

5.2.2. Second: Charge the client according to Exhibit B, Amendment #2, Section 6, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1, Service Fee Table Third: If, any portion of the Contract Rate in Exhibit B-1, Service Fee Table remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client), unless the client's copay or deductible is charged to the Department in accordance with 3.3 above.

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Amendment #2 Section 6 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor shall assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny, delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor shall provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1, Service Fee Table.

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Sliding Fee Scale

6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B, Amendment #2, Section 5 above.

6.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1, Service Fee Table to Charge the Client
0%-138%	0%
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

6.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

7. Submitting Charges for Payment

7.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1, Service Fee Table. The Contractor shall:

7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

7.1.5. Submit separate batches for each billing month.

7.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

7.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

8. Funds in this contract may not be used to replace funding for a program already funded from another source.

9. The Contractor will keep detailed records of their activities related to Department funded programs and services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

12. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

12.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

12.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

12.2.1. Make cash payments to intended recipients of substance abuse services.

12.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

12.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

12.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

12.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

> Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government

under any applicable program, and participation must be voluntary for the program beneficiaries.

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 WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **85174**
Certificate Number: **0004512460**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Peter Bleyler, do hereby certify that:

1. I am a duly elected Officer of West Central Behavioral Health.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 20, 2019:

RESOLVED: That the President/CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 29 day of May, 2019.

4. Suellen Griffin is the duly elected President/CEO of the Agency.

Peter A Bleyler

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 29th day of May, 2019, By Peter Bleyler_.

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: ROBERT T. GONYO, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2019

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 Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111 1-617-531-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED West Central Services d/b/a West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: CAPITOL SPECIALTY INS CORP — 10328 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 56187843 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	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			HS02726188-03	11/01/18	11/01/19	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			HS02731293-03	11/01/18	11/01/19	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			HS20162182-03	11/01/18	11/01/19	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Healthcare Prof Liability Claims Made			HS02726188-03	11/01/18	11/01/19	Each Medical Incid Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Coverage Mental Health Services Contract

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services

129 Pleasant Street

Concord, NH 03301 USA

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



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/10/2019

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	CONTACT NAME: Tina Housman
Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: thousman@hayscompanies.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Technology Insurance Company, Inc. — 42376
INSURED West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon NH 03766	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 18-19 Workers Comp — 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	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? (Mandatory in NH) Y/N: X N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3637727	6/1/2018	6/1/2019	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire, Department
of Health and Human Services
129 Pleasant Street
Concord, NH 03301

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

James Hays/GMATH

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WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

May 15, 2018

Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

9 Hanover Street, Suite 2 • Lebanon, NH 03766 • Phone: (603) 448-0126 • Toll Free: (800) 540-0126 • www.wcbh.org

MEMBER OF THE NEW ENGLAND Alliance for Health

West Central Services, Inc.
d/b/a West Central Behavioral Health

FINANCIAL STATEMENTS

June 30, 2018

West Central Services, Inc.
d/b/a West Central Behavioral Health
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June 30, 2018

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018 and 2017, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 14-17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 19, 2018

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2018	2017
CURRENT ASSETS		
Cash and cash equivalents	$ 438,761	$ 646,161
Investments	463,548	418,213
Restricted cash	125,744	124,189
Accounts receivable - trade, net	351,371	476,120
Accounts receivable - other	203,720	158,492
Due from affiliates	1,413	656
Prepaid expenses	109,844	92,422
TOTAL CURRENT ASSETS	1,694,401	1,916,253
PROPERTY AND EQUIPMENT, net	623,133	688,045
OTHER ASSETS		
Investment	101,340	100,893
Deposits	27,417	26,417
TOTAL OTHER ASSETS	128,757	127,310
TOTAL ASSETS	$ 2,446,291	$ 2,731,608

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	$ 429,493	$ 219,445
Accounts payable	56,187	67,974
Accrued payroll and related expenses	25,801	178,394
Deferred revenue	103,838	81,461
Deposits and other current liabilities	8,921	12,762
Current portion of long-term debt payable	98,739	106,862
TOTAL CURRENT LIABILITIES	722,979	666,898
LONG-TERM DEBT, less current portion above	577,313	676,039
TOTAL LIABILITIES	1,300,292	1,342,937
NET ASSETS		
Temporarily restricted	-	4,000
Unrestricted	1,145,999	1,384,671
TOTAL NET ASSETS	1,145,999	1,388,671
TOTAL LIABILITIES AND NET ASSETS	$ 2,446,291	$ 2,731,608

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Years Ended June 30,

	2018			
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	2017
PUBLIC SUPPORT AND REVENUES				
Public support:				
State of New Hampshire Bureau of Behavioral Health	$ 317,878	$ -	$ 317,878	$ 329,365
Contracted services and other public support	1,068,039	-	1,068,039	981,023
In-Kind support	17,224	-	17,224	22,005
Total public support	1,403,141	-	1,403,141	1,332,393
Revenues:				
Program service fees	7,771,399	-	7,771,399	8,360,696
Rental income	154,069	-	154,069	152,854
Other revenue	40,846	-	40,846	87,950
Net assets released from restriction	4,000	(4,000)	-	-
Total revenues	7,970,314	(4,000)	7,966,314	8,601,500
TOTAL PUBLIC SUPPORT AND REVENUES	9,373,455	(4,000)	9,369,455	9,933,893
EXPENSES				
State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,279,315	-	3,279,315	3,363,445
Adult Vocational	181,466	-	181,466	152,849
Children	2,973,854	-	2,973,854	3,463,499
ACT Team	598,962	-	598,962	557,791
Emergency services	565,341	-	565,341	549,537
Housing services	1,188,954	-	1,188,954	1,169,633
Non-eligibles	504,366	-	504,366	378,134
Other Non-BBH funded program services	357,278	-	357,278	326,281
TOTAL EXPENSES	9,649,536	-	9,649,536	9,961,169
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	(276,081)	(4,000)	(280,081)	(27,276)
OTHER INCOME				
Investment Income	37,409	-	37,409	41,597
INCREASE (DECREASE) IN NET ASSETS	(238,672)	(4,000)	(242,672)	14,321
NET ASSETS, beginning of year	1,384,671	4,000	1,388,671	1,374,350
NET ASSETS, end of year	$ 1,145,999	$ -	$ 1,145,999	$ 1,388,671

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (242,672)	$ 14,321
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	89,166	66,437
Unrealized gain on investment in partnership	(447)	(14,373)
(Increase) decrease in the following assets:		
Accounts receivable - trade	124,749	178,052
Accounts receivable - other	(45,228)	(58,307)
Due from affiliates	(757)	(551)
Prepaid expenses	(17,422)	59,255
Restricted Cash	(1,555)	(16,014)
Security Deposits	(1,000)	(575)
Increase (decrease) in the following liabilities:		
Accounts payable	(11,787)	4,384
Accrued payroll and related expenses	(152,593)	148,534
Deferred revenue	22,377	(7,662)
Deposits and other current liabilities	(3,841)	(4,040)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(241,010)	369,461
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(24,253)	(99,364)
Investment activity, net	(45,335)	(39,583)
NET CASH USED BY INVESTING ACTIVITIES	(69,588)	(138,947)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	6,194,779	6,002,679
Repayment on line of credit	(5,984,732)	(6,177,526)
Proceeds from issuance of debt	-	100,000
Repayment of notes payable	(106,849)	(78,837)
Payments on capital lease obligations	-	(781)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	103,198	(154,465)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(207,400)	76,049
CASH AND CASH EQUIVALENTS, Beginning of year	646,161	570,112
CASH AND CASH EQUIVALENTS, End of year	$ 438,761	$ 646,161
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	$ 21,692	$ 21,326

See Notes to Accompanying Financial Statements

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

Policy for Evaluating Collectability of Accounts Receivable (continued)
During 2018, the Center decreased its estimated percentage in the allowance for doubtful accounts from 36% to 33% of the total patient receivables. The allowance for doubtful accounts decreased to $177,142 as of June 30, 2018 from $265,219 as of June 30, 2017.

Property and Equipment
All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of $1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue
The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled $7,771,399, of which $7,537,062 was revenue from third-party payers and $234,337 was revenue from self-pay clients.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third-Party Contractual Arrangements
A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants
The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses
The costs of providing the various programs and other activities has been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Vacation Pay and Fringe Benefits
Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising
Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2018 and 2017 was $17,728 and $11,556, respectively.

Concentration of Credit Risk
The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to $250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid
The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service rates.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Approximately 86% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	2018	2017
ACCOUNTS RECEIVABLE - TRADE		
Medicaid receivable	$ 281,498	$ 339,922
Due from clients	53,467	184,098
Receivable from insurance companies	107,021	128,460
Medicare receivable	86,527	88,859
	528,513	741,339
Allowance for doubtful accounts and estimated contractual allowances	(177,142)	(265,219)
TOTAL ACCOUNTS RECEIVABLE - TRADE	$ 351,371	$ 476,120

Other accounts receivable of the Center consisted of the following at June 30:

	2018	2017
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	$ 78,911	$ 95,967
Rents	5,416	650
Bureau of Behavioral Health	52,151	58,320
Other	67,242	3,555
TOTAL ACCOUNTS RECEIVABLE - OTHER	$ 203,720	$ 158,492

NOTE 4 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	2018	2017
Land	$ 20,695	$ 20,695
Building and improvements	791,807	778,727
Furniture, fixtures and equipment	591,173	586,458
Vehicles	21,375	21,375
Project in Progress	6,459	-
	1,431,509	1,407,255
Accumulated depreciation	(808,376)	(719,210)
Net book value	$ 623,133	$ 688,045

Depreciation expense for the years ended June 30, 2018 and 2017 was $89,166 and $66,437, respectively.

NOTE 5 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

2018	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 343,269	$ 120,279	$ 463,548

2017	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 324,336	$ 93,877	$ 418,213

Investment income consisted of the following at June 30,:

	2018	2017
Interest and dividends	$ 11,007	$ 9,906
Unrealized gains	26,402	31,691
	$ 37,409	$ 41,597

NOTE 5 INVESTMENTS (continued)

Other Investments consisted of the following at June 30:

	2018	2017
Investments in Behavioral Information Systems, LLC	$ 101,340	$ 100,893

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested $88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2018 and 2017 was $447 and $14,373, respectively.

NOTE 6 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 7 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	2018	2017
Paddle Power Advanced Payments	$ -	$ 16,215
Operational Funding	61,500	65,000
In-Shape Grant	5,000	-
Substance Abuse Grant	11,838	-
IT Grant	12,000	-
MATCH Grant	13,500	-
Other contracts	-	246
	$ 103,838	$ 81,461

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	2018	2017
Rivermill Housing leasehold note payable, 0% interest, principal only payment of $5,000 made annually, due July 2019	$ 5,000	$ 10,000
Mascoma Term Loan, 4.0% interest, principal and interest payments of $6,130 made monthly, due April 2019	60,201	129,834
Mascoma Term Loan, 4.0% interest, principal and interest payments of $2,953 made monthly, due April 2020	62,539	94,755
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	548,312	548,312
	676,052	782,901
Less: Current portion	(98,739)	(106,862)
	$ 577,313	$ 676,039

NOTE 8 LONG-TERM DEBT

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

June 30,	
2019	$ 98,739
2020	29,001
2021	-
2022	-
2023	-
Thereafter	548,312
Total	$ 676,052

Interest expense was $21,692 and $21,326 for the years ended June 30, 2018 and 2017, respectively.

NOTE 9 LINE OF CREDIT

As of June 30, 2018 and 2017, the Center had available a line of credit with maximum amounts available of $500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2018 and 2017, the outstanding balance was $429,493 and $219,445 respectively. The effective interest rate at June 30, 2018 and 2017 was 4.25% and 4.50%, respectively. The line of credit expires in April, 2019.

NOTE 10 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)
The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2018 and 2017, the Center paid BIS $22,701 and $34,603, respectively, for services rendered. At June 30, 2018 and 2017, the Center owed BIS $150 and $3,487, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2018 and 2017, BIS owed the Center $1,413 and $656, respectively, for advances that had not been repaid.

NOTE 10 RELATED PARTY TRANSACTIONS (continued)

Valley Behavioral Healthcare, LLC
The Center formed a New Hampshire limited liability company on September 30, 2004 of which the Center owns a 100% interest. Valley Behavioral Healthcare, LLC contracts with The Geisel School of Medicine at Dartmouth to provide behavioral health services over which the Center maintains no control. During 2018 and 2017, the LLC provided administrative services to the Geisel School of Medicine at Dartmouth for which it generated gross revenue of $0 and $1,794, respectively. The relationship terminated in September, 2016.

The Geisel School of Medicine at Dartmouth
The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2018 and 2017 the Center paid $168,162 and $240,033, respectively.

NOTE 11 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2018 and 2017, there were no employer contributions to this retirement plan.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	2018	2017
Due from clients	10 %	25 %
Insurance companies	20	17
Medicaid	53	46
Medicare	17	12
	100 %	100 %

NOTE 13 OPERATING LEASES

The Center leases real estate under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2018 for each of the next five years and in the aggregate are:

June 30,	
2019	$ 708,071
2020	702,609
2021	600,872
2022	271,185
2023	42,171
Thereafter	-
	$2,324,908

Total rent expense for the years ended June 30, 2018 and 2017, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was $666,123 and $663,767, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2018, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2018

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 184,098	$ 1,748,710	$ (1,514,373)	$ 364,968	$ 53,467
OTHER INSURANCE	128,460	1,016,745	(524,955)	513,229	107,021
MEDICAID	339,922	8,207,625	(1,542,656)	6,723,393	281,498
MEDICARE	88,859	1,278,428	(898,125)	382,635	86,527
TOTAL	$ 741,339	$ 12,251,508	$ (4,480,109)	$ 7,984,225	$ 528,513

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
For the Year Ended June 30, 2018

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2018	$ 58,315	$ 317,878	$ (324,047)	$ 52,146

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/03/17	$ 1,169
07/21/17	5,000
08/18/17	18,750
08/18/17	7,323
08/25/17	18,750
08/25/17	7,325
10/13/17	18,750
10/13/17	7,323
10/24/17	7,323
12/07/17	7,323
12/07/17	37,500
12/18/17	7,323
12/18/17	18,750
01/19/18	7,323
01/19/18	18,750
02/14/18	7,323
02/14/18	18,750
03/21/18	18,750
03/21/18	7,323
04/23/18	18,750
04/23/18	7,323
05/17/18	18,750
05/17/18	7,323
06/06/18	18,750
06/06/18	7,323
06/26/18	5,000
	$ 324,047

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2018
Comparative Totals for 2017

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	Non-Eligibles	Non-BBH	2017
Program Services Fees:												
Net client fees	$ 234,337	$ -	$ 234,337	$ 86,950	$ 1,455	$ 65,179	$ 6,304	$ 14,990	$ 15,389	$ 42,821	$ 1,249	$ 301,341
Medicaid	6,664,969	-	6,664,969	2,014,561	88,499	3,033,918	322,845	149,315	1,006,288	44,602	4,941	7,065,175
Medicare	380,303	-	380,303	286,837	201	8,032	19,486	6,259	4,011	53,890	1,587	442,213
Other Insurance	491,790	-	491,790	209,949	526	122,738	8,253	6,632	6,955	134,821	1,916	551,967
Public Support - Other:												
Local/County Government	56,173	-	56,173	16,823	575	20,941	3,856	3,470	7,482	2,411	615	49,010
Donations/Contributions	470,740	-	470,740	110,891	4,091	157,426	24,877	91,583	48,393	15,640	17,839	390,035
In-Kind Support	17,224	-	17,224	-	-	-	-	17,224	-	-	-	22,005
Other Public Support	23,645	-	23,645	-	-	23,645	-	-	-	-	-	25,885
BBH:												
Community Mental Health	317,878	-	317,878	1,497	51	1,864	225,343	88,187	666	215	55	329,365
Other BBH	517,481	-	517,481	67,334	-	46,235	29,870	174,021	-	105,682	94,339	516,093
Rental Income	154,069	-	154,069	-	-	-	-	-	154,069	-	-	152,854
Other Revenues	40,846	-	40,846	5,203	282	5,260	1,002	25,848	1,894	1,207	150	87,950
	9,369,455	-	9,369,455	2,800,045	95,680	3,485,238	641,836	577,529	1,245,147	401,289	122,691	9,933,893
TOTAL PUBLIC SUPPORT AND REVENUES	$ 9,369,455	$ -	$ 9,369,455	$ 2,800,045	$ 95,680	$ 3,485,238	$ 641,836	$ 577,529	$ 1,245,147	$ 401,289	$ 122,691	$ 9,933,893

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018
Comparative Totals for 2017

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	Non-Eligibles	Other Non-BBH	2017
Personnel Costs:												
Salary & Wages	$ 6,264,781	$ 437,076	$ 5,827,705	$ 2,062,911	$ 108,464	$ 1,754,653	$ 390,740	$ 347,858	$ 633,067	$ 275,795	$ 254,217	$ 6,479,023
Employee Benefits	680,531	34,681	645,850	235,838	23,737	217,538	32,630	24,971	65,192	28,246	17,698	701,048
Payroll Taxes	441,833	27,183	414,670	148,423	7,530	121,406	28,149	25,918	48,448	20,051	18,745	455,331
Professional Fees:												
Professional Fees	270,096	32,963	237,133	76,436	2,667	59,199	5,834	6,776	16,252	62,243	7,726	336,960
Staff Devel. & Training:												
Staff Development	40,101	15,008	25,093	12,706	68	2,377	1,425	452	314	616	7,135	28,138
Occupancy Costs:												
Rent	673,123	19,499	653,624	202,851	10,790	239,766	41,868	26,580	84,735	39,430	7,604	663,767
Other Utilities	83,470	-	83,470	12,797	724	17,010	2,783	1,778	45,980	2,398	-	68,614
Maintenance & Repairs	91,184	3,067	88,117	20,652	1,693	26,533	4,637	4,117	27,460	2,157	868	74,097
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	36,000
Other Occupancy Costs	160,964	-	160,964	54,923	112	61,067	9,504	251	13,764	20,069	1,274	159,154
Consumable Supplies:												
Office/Building/Household	52,743	10,459	42,284	13,160	896	11,990	2,866	2,116	8,754	1,902	600	57,372
Food	36,042	3,558	32,484	4,171	35	6,951	892	87	20,158	184	6	40,272
Equipment Rental	18,766	7,239	11,527	4,855	349	2,857	1,048	868	696	646	208	18,307
Equipment Maintenance	13,404	7,886	5,518	1,753	100	1,637	329	297	954	271	177	64,333
Depreciation	89,166	2,567	86,599	18,273	2,208	15,513	650	1,678	48,067	1,093	1,117	66,437
Advertising	17,728	2,400	15,328	5,160	295	4,837	972	877	1,871	773	523	11,556
Membership Dues	14,265	-	14,265	4,373	213	5,858	343	528	991	609	1,350	27,927
Telephone/Communications	63,904	11,422	52,482	11,547	655	18,328	3,820	8,364	6,665	1,924	1,179	64,794
Postage/Shipping	8,384	3,392	4,992	1,647	126	2,059	370	493	81	203	13	16,782
Transportation:												
Staff /Clients	116,798	4,351	112,447	41,112	953	38,171	18,337	4,514	3,844	2,109	3,407	120,520
Insurance:												
General/Liability	142,546	-	142,546	48,592	2,699	45,890	4,049	6,748	21,072	6,748	6,748	106,181
Interest Expense	31,345	-	31,345	11,132	614	10,740	928	1,645	3,218	1,542	1,526	34,350
Other Expenditures	285,138	59,828	225,310	62,740	2,887	70,578	5,834	47,073	23,464	8,054	4,680	308,201
In-Kind Expense	17,224	-	17,224	-	-	-	-	17,224	-	-	-	22,005
	9,649,536	682,559	8,966,977	3,054,072	167,815	2,734,958	558,008	531,213	1,107,047	477,063	336,801	9,961,169
Administrative Allocation	-	(682,559)	682,559	225,243	13,651	238,896	40,954	34,128	81,907	27,303	20,477	-
TOTAL PROGRAM EXPENSES	$ 9,649,536	$ -	$ 9,649,536	$ 3,279,315	$ 181,466	$ 2,973,854	$ 598,962	$ 565,341	$ 1,188,954	$ 504,366	$ 357,278	$ 9,961,169

WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

Board of Directors
Roster FY 2019

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Vice Chair
Sheila Shulman

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Anne Page

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Sarah Rutter

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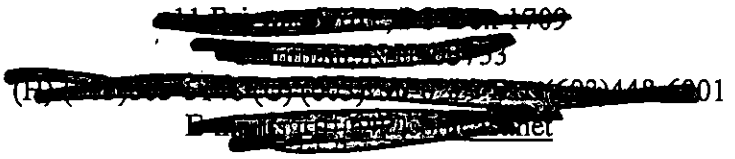
Douglas Williamson, MD

Ex-Officio
Alan I. Green, MD

Ex-Officio
Suellen Griffin, MSN

Ex-Officio
Diane Roston, MD

Curriculum Vitae
Suellen M. Griffin



Professional Experience

West Central Behavioral Health, Lebanon, NH **10/2007 – Present**
President/CEO

Responsible for the overall planning, organizing, directing and evaluating of services at West Central Behavioral Health (WCBH). Services include the provision of mental health and substance abuse services to members of the community. The organization has approximately 156 employees and a 10 million dollar operating budget.

Specific responsibilities include:

- Act as ex-officio voting member of the Board of Directors.
- Manage the organization's financial resources including the annual preparation of the organization's budget.
- Coordinate the programs and services of WCBH with other health and human service providers within the community.
- Participate in state and regional planning including but not limited to the provision of Behavioral Health Services.
- Prepare and present the Agency's Annual Report.
- Develop a strategic plan for the organization.
- Locate and develop revenue sources.
- Act as a liaison between the organization and other groups such as the New Hampshire Bureau of Behavioral Health, Dartmouth Medical School, Department of Psychiatry and Dartmouth-Hitchcock Medical Center

Saint Vincent Catholic Medical Centers, New York, NY **9/2000 – 2/2007**
Vice President-Operations and Nursing

Behavioral Health Service Division
Responsible for all inpatient and ambulatory behavioral health services within an eight-hospital system. Programs are located in Brooklyn, Queens, Manhattan, Staten Island and Westchester. There are 407 inpatient beds and 65 OMH or OASAS licensed ambulatory programs. Oversaw program development, budgets, regulatory reviews, staff education and quality improvement for all programs. The programs have an overall revenue base of 135 million dollars.

- Developed a system-wide Quality Improvement plan spanning all programs and regions. Received the Pinnacle Award for Quality Improvement from HANYS in 2004.
- Developed new services within units and programs to meet the community needs, e.g. Latino mental health and substance abuse services were started in several programs in Westchester and Manhattan.
- Established and implemented productivity standards across BHS system and assured compliance with these standards.

- Established a monitoring system for all inpatient units to assure compliance with established policies.
- Participated in and successfully negotiated several different union contracts, NYSNA and 1199, across the SVCMC system.
- Opened and operated a 19 bed substance abuse detoxification unit in an acute care facility with $5,303,074 in revenue and a $2,003,052 contribution margin.
- Designed and operated a 21 bed psychiatric inpatient unit serving the dually diagnosed population of Mentally Ill/Mentally Retarded and Developmentally Disabled with a $3,983,709 increase in revenue and a $971,305 contribution margin.
- Designed and operated a 24 bed psychiatric inpatient unit with a revenue base of $4,773,377 and a contribution margin of $1,008,761.
- Opened a 10 bed detoxification unit with $2,813,847 in revenue and a $591,706 contribution margin.
- Actively participated with the Board of Directors of the Maxwell Institute, a substance abuse program, to raise over $100,000 per year to support the program.
- Established and implemented productivity standards across BHS system to produce a positive bottom-line.

St. Vincent's Hospital, Harrison, NY and West 12th Street, New York, NY **11/1999 – 9/2000**
Vice President-Clinical Service, Harrison and
Director, Patient Care Services Manhattan

St. Vincent's Hospital, Harrison, NY	***2/1976 – 10/1999***
Vice President-Clinical Services	11/1998 – 10/1999
Vice President, Ambulatory Services	7/1996 – 11/1998
Administrative Director, Outpatient Department	10/1994 – 7/1996
Assistant Director, Outpatient Mental Health Services	7/1994 – 10/1994
Referral Coordinator/Therapist	10/1993 – 7/1994
Inpatient Psychiatry	2/1976 – 10/1993

Cochran School of Nursing, St. John's Hospital, Yonkers, NY **8/1993 – 12/1995**
Adjunct Clinical Instructor
Provided clinical instruction in Psychiatric/Mental Health Nursing for nursing students.

United States Army Reserve **8/1990 – 3/2000**
Captain-United States Army Reserve
Responsible for skills assessment and training of nursing personnel for the 815th Station Hospital, Bronx, NY and the 344th General Hospital, Queens, NY.

Senior Officer responsible for all aspects of Finance Department – 344th General Hospital, Queens, NY.

Department of Psychiatry, Geisel School of Medicine, Hanover, NH	**10/2007 – Present**
Faculty	
Adjunct Instructor in Psychiatry	7/2015 – Present
Lecturer in Psychiatry	10/2007 – 6/2015

Education

MHCDS **Dartmouth College** **2015**

	Masters of Health Care Delivery Science	
MSN	**Yale University, New Haven, CT**	**1992**
	Masters in Adult Psychiatric/Mental Health Nursing	
	Sigma Theta Tau Honor Society	
BBA	**Pace University, Pleasantville, NY**	**1987**
	Bachelor of Business Administration	
	Alpha Chi Honor Society	
Diploma	**St. Mary's School of Nursing, Amsterdam, NY**	**1976**
	Registered Nurse	

Licenses:

Registered Nurse: Connecticut and New York State
Psychiatric Nurse Practitioner: New York State

Activities, Honors and Leadership

Fellow of the American College of Healthcare Executives, FACHE	2007 - Present
New Hampshire Governor's Commission on PTSD and TBI	9/2013 – Present
Rotary Club of Lebanon, NH	President, 7/2017 – 7/2018 Member, 2010 – Present
New Hampshire Community Behavioral Health Association	President, 7/2015 – 7/2018 Member, 10/2007 – Present

Sigma Theta Tau Honor Society, Delta Mu Chapter
Alpha Chi Honor Society

Board Memberships

St Philip the Apostle Foundation	02/2005
Good Counsel Daystar Program.	04/2007
Library Arts Center, Newport, NH	2013 – Present
National Alliance for the Mentally Ill, State Chapter, Concord, NH	Vice-President, 7/2015 – 6/2017 Member, 2011 – 2017
Stepping Stone & Next Step	2018 - Present

Research

Chronic Medical Illness as it Relates to Major Depressive Disorder, Yale University, 1992 (unpublished Master Thesis)

CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

Postdoctoral Training:

Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990

Licensure and Certification:

Diplomate, National Board of Medical Examiners	1987
Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
New Hampshire Medical Licensure - #7851	1988 – present
Vermont Medical Licensure -#8369	1991 - present

Academic Appointments:

Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
Adjunct Assistant Professor of Women's Studies	1991 - 1992

Dartmouth College, Hanover, NH

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH — 2016 - present; 1996-2004
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH — 2016 – present

Nashua Brookside Hospital, Nashua, NH — 1988-1990

Experience:

2007-present — Medical Director, West Central Behavioral Health
Lebanon, NH
- Supervision of medical and nursing staff
- Chair, Quality Improvement committee
- Coordination of on-site research pilot studies
- Ex-officio member, Board of Directors
- Member, executive staff

1995-present — Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH
- Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder
- Supervised 3rd year psychiatry residents for one year rotation
- Provide clinical guidance to interdisciplinary care teams

1990-present — Private Practice, general psychiatry, White River Junction, VT

1993-1995 — Staff Psychiatrist, Counseling Center of Lebanon
West Central Behavioral Health, Lebanon, NH

1990-1991 — Research Associate with George Vaillant, M.D.
Institute for the Study of Adult Development
Dartmouth Medical School, Hanover, NH

1982 — Editor, Motherhood and Childbirth Project
Women's Studies Research Center
University of Wisconsin, Madison, WI

1978-1981 — Patient Educator and counselor
Wisconsin Clinical Cancer Center
University of Wisconsin Hospitals & Clinics
Madison, WI

Major Committee Assignments and Consultations:

National and Regional

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

Memberships in Professional Societies:

American Association of Community Psychiatrists
American Medical Women's Association
American Psychiatric Association
Association for Women in Psychiatry
National Alliance for the Mentally Ill
New Hampshire Medical Society
New Hampshire Psychiatric Association
Vermont Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar	
on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NH	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum,	
Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course	
Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator,	1995
Dartmouth Medical School fourth year course,	
Department of Family and Community Medicine	
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

Dartmouth-Hitchcock Medical Center, Lebanon, NH

The Psychology of Women in Health and in Sickness 1991
Undergraduate seminar professor
Dartmouth College, Hanover, NH

Other Professional Activities:

Private Practice Supervision Group	1993 - present
Co-organized Women and Psychiatry module in psychiatry residency curriculum, DHMC, Lebanon, NH	1989 - 1997
Cofounder, regional conference, women & psychiatry	1993 - 1994
Women's Health Faculty Study Group	1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum	1991 - 1993

Invited Presentations:

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.

"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.

"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.

"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.

"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.

"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.

"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.

"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.

"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.

"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.

"Psychiatric Aspects of Pregnancy and the Purpurium." Psychiatry residency seminar, DHMC, April 1993.

"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.

"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.

"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

Publications:

Roston, D. An extraordinary team. Community Psychiatrist. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. Death Studies. 41:10, 629-634. DOI: 10.1080/0748118712017.1335547. Routledge Press. 2017. https://doc.org/10.1080/07481187.2017.1335547.

Vaillant, GE, Orav, J,Meyer,S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. Intl. Psychogeriatrics 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. Psychiatric Times. Oct. 1993.
Roston, D. On Studying Anatomy. Academic Medicine. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.

Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.

Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

Contact information:

Diane Roston, M.D.
Medical Director
West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766
603-448-0126
droston@wcbh.org

CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predoctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology
Northern Illinois University (NIU)
APA-accredited program

M.A. (1988): Clinical Psychology
Northern Illinois University (NIU)

B.A. (1985): Psychology
The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

July 1998 - February 1999: Psychologist proving psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management , academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spl ing, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

RESEARCH EXPERIENCE

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

Cynthia A. Twombly, MA, MBA
Vice President of Operations
West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766
(603) 448-0126

Professional Experience

West Central Behavioral Health - Lebanon, NH **02/09 - present**
Vice President of Operations

- At the direction of the President and CEO is responsible for managing Operations of the Agency

Center for Life Management - Derry, NH **10/07 - 01/09**
Director

- Recruited for the development and implementation of a strategic business development systematic plan for a regional behavioral health system.
- Improve and develop key stakeholder relationships throughout the Southern New Hampshire Interior Rockingham County.
- Effectively developing new programs and services in collaboration with Parkland Medical Center's executive team.
- Develop and maintain physician relationships to increase referral base and coordinate quality of care for patients.
- Improving community awareness and brand through a collaborative effort with marketing consultant: including development of a regional community television program, testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development. Currently managing the overall project including solicitation of major sponsors and facilitation of committees.
- Identified and implemented improved customer service processes.
- Developed staff training and community education programs.
- Initially assessed readiness of the organization for the process of growth and change: developed and implemented quality of work life strategies to improve organization morale in support of the overall strategic business development plan and to drive increased employee satisfaction. Strategy has been adopted into the organizational system.
- Interface effectively with internal Directors, Executive Team and Board of Directors.
- Developed an Integrated Service Delivery Model including operations, financial, marketing plan negotiations that are targeted to Primary care and Specialty physician practices for growth and development of services into other locations within region.
- Create policies, procedure, and competencies for Integrated Services.

Cynthia Twombly, PLLC, Nashua, NH **10/01 - 10/07**
President, Counseling and Consulting Services

- Recruited for the development, implementation, operations and practice of Behavioral Health services in a multi-specialty health care setting, Nashua Medical Group, Nashua, NH. (Harvard Pilgrim HealthCare)
- Provided in-depth needs assessment and treatment plans for individuals, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Effectively resolved healthcare operations, claim and reimbursement issues.
- Develop and maintain healthcare provider relationships, managed care, insurance systems for referral resource network.
- Strong knowledge and experience in fee for service and managed care systems.
- Effectively interfaced with primary care physicians, medical staff, support staff and specialty physicians to ensure the highest quality of health care delivery.
- Facilitated consulting/training programs to outside organizations in conflict management, team development, and problem solving.

Foundation Medical Partners, So. NH Health Systems, Nashua, NH **10/98 - 8/01**
Director

- Contributed to the strategic planning, development and implementation of an innovative integrative health center within the Southern New Hampshire Medical Center System, departments, and services including staffing of providers and administrative staff, fit-up, design, operations, forecasting and budgetary responsibilities.
- Directly involved in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media roll-out.
- Collaborated with primary care and specialty physicians including anesthesiology, breast health, radiology, cardiac, behavioral health, pain management, pulmonary, physiologists, surgery, oncology, psychiatry to develop an integrated health care delivery system to improve chronic disease patient outcomes and improved delivery of care.
- Interfaced with Executive Management, Physician Committees and Chief of Staff for development of integrated programs within the Southern New Hampshire Medical Center System.
- Directly responsible for budgetary development and monthly provider productivity reports and management.

So. NH Medical Center, So. NH Health Systems, Nashua, NH **5/93 - 10/98**
Cardiopulmonary Rehab, Clinical

- Develop clinical exercise prescriptions for cardiac/pulmonary rehab patients and employee wellness programs.
- Extensive chronic disease program development and management within the Cardio-Pulmonary and Community Health Department.
- Assessed and consulted with external health care systems for the development of an integrated disease management system.
- Developed and implemented behavioral health assessments and services for patients with chronic illness.

- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.

Nashua Downtown Development, Nashua, NH 9/87 - 2/93
Business/Community Development Director

- Reported directly and accountable to Board of Directors.
- Recruited/solicited businesses to relocate/expand into the Downtown region of Nashua, NH.
- Interfaced/collaborated with city, state government and corporate leaders to support the economic development mission of the organization.
- Developed and oversaw special community events for the region.
- Extensive media relations interface: local/national television, radio, newspapers, newsletter writing and publication.
- Budgetary responsibility and fiscal management
- Recruitment and oversight of volunteers.
- Assessment and needs analysis of community and business climate through extensive *survey* tools.

Education

Master's in Business Administration - Rivier College 2001
Masters of Arts in Counseling, Department of Education - Rivier College 1997
Bachelors of Arts in Psychology - Rivier College 1997

Professional Affiliations

Licensed Clinical Psychotherapist - State of New Hampshire National Certified Counselor, NBCC #53625
Ethics Chair, New Hampshire Chapter Counselors Association 2003 - 2006

Adjunct Faculty Academic Posts

Rivier College, Graduate Business Department, Nashua, NH, 1/03 - 6/07
Courses facilitated:

MBA Department: Health Care Administration, Health Care Marketing, Strategic Marketing Management

New Hampshire Technical Community College, Nashua, NH, 8/01 - 6/07
Courses facilitated:

Human Relations in the Organization, Human Development, Introduction to Psychology

ROBERT GONYO

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EXPERIENCE

Accounting Manager ***2014 – Present***
Lake Sunapee Bank
Newport, New Hampshire

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of $188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fiserv investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

Revenue Manager ***2013 – 2014***
Lutheran Social Services / Ascentria Care Alliance
Concord, New Hampshire

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statues, Executive Orders, regulations and procedures.

Fiscal Director ***2008 – 2013***
Community Alliance of Human Services
Newport, New Hampshire

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

assisted with grant writing proposals.
- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

Revenue Control Accountant ***2003 – 2008***
NFI North
Contoocook, New Hampshire

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

Controller ***2002 – 2003***
Brattleboro Reformer / Town Crier
Brattleboro, Vermont

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels:
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

Controller ***1998 – 2002***
Merriam-Graves Corporation
Charlestown, New Hampshire

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

Assistant Comptroller ***1992 – 1998***
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to $5,000,000 line of credit.
- Responsible for management and reporting of approximately $3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

Staff Accountant ***1988 – 1992***
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

Office Administrator ***1984 – 1987***
Suburban Realty, Inc.
Manchester, New Hampshire

- Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

EDUCATION

Bachelor of Science degree in Accounting
New Hampshire College
Manchester, New Hampshire

PROFESSIONAL AFILIATIONS

Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.
Newport, New Hampshire

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Suellen Griffin	President/CEO	$178,236	3.25	$5,793
Diane Roston	Medical Director	$122,853	3.25	$3,993
Nancy Nowell	VP of Clinical Services	$97,850	3.25	$3,180
Cynthia Twombly	VP of Operations	$92,700	3.25	$3,013
Robert Gonyo	CFO	$92,700	3.25	$3,013

STATE OF NH
DEPT OF JUSTICE

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 10, 2018

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

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into **retroactive** Agreements with three (3) of the thirteen (13) Vendors listed below in bold, to provide substance use disorder treatment and recovery support services statewide, by increasing the combined price limitation by $1,549,015, from $3,157,927, to an amount not to exceed $4,706,942 effective **retroactive** to July 1, 2018, upon approval of the Governor and Executive Council through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to amend contracts with ten (10) of the thirteen (13) vendors not listed in bold, to modify the provision of substance use disorder treatment and recovery support services with no change to the price limitation or completion date, effective upon the date of Governor and Executive Council approval. These ten (10) contracts were approved by the Governor and Executive Council on June 20, 2018 (Late item G).

Summary of contracted amounts by Vendor:

Vendor	Current Amount	Increase/ Decrease	Revised Budget
Dismas Home of New Hampshire, Inc.	$240,000	$0	$240,000
FIT/NHNH, Inc.	**$0**	**$645,775**	**$645,775**
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000	$0	$247,000
Greater Nashua Council on Alcoholism	**$0**	**$624,599**	**$624,599**
Headrest	$147,999	$0	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371	$0	$1,118,371
Hope on Haven Hill	**$0**	**$278,641**	**$278,641**
North Country Health Consortium	$287,406	$0	$287,406
Phoenix Houses of New England, Inc.	$232,921	$0	$232,921
Seacoast Youth Services	$73,200	$0	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540	$0	$589,540
The Community Council of Nashua, N.H.	$162,000	$0	$162,000
West Central Services, Inc.	$59,490	$0	$59,490
Total SFY19	$3,157,927	$1,549,015	$4,706,942

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Please see attached financial details.

EXPLANATION

Action #1)

Requested Action #1 is **retroactive** because the Department and FIT/NHNH, Inc. were continuing to work on the scope of work and therefore, the contract was not completed in time to place the item on the agenda for the June 20, 2018 Governor and Executive Council meeting. The contract with Greater Nashua Council on Alcoholism and Hope on Haven Hill are being submitted after the release of audit reports to allow for Council review prior to entering into an Agreement, and to add contract monitoring language to address the audit findings. If these actions were not taken retroactively, the result would have been a gap in critical substance use disorder treatment and recovery support services in the State's two largest cities.

The Department requests approval of three (3) agreements. Ten (10) agreements were previously approved by Governor and Executive Council on June 20, 2018 Late Item G. These agreements will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2018; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services may be having a positive impact.

The Department published a Request for Applications for Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST) on the Department of Health and Humans Services website April 20, 2018 through May 10, 2018. The Department received sixteen (16) applications. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected fourteen applications (two (2) submitted by Grafton County were combined into one contract) to provide these services (See attached Summary Score Sheet).

Some of the Vendors' applications scored lower than anticipated; however, this was largely due to the Vendors providing a limited array of services and not to their experience and/or capacity to provide those services. In addition the Bureau of Drug and Alcohol Services is working with the Bureau of Improvement and Integrity to improve the contract monitoring and quality improvement process as well as taking steps to reposition staff to assist with this.

The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

All thirteen (13) contracts include language that reserves the right to renew each contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

Should the Governor and Executive Council determine to not authorize this Requested Action #1, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Action #2)

Requested Action #2 seeks approval to amend ten (10) of the thirteen (13) agreements for the provision of substance use disorder treatment and recovery support services by modifying the scope to reduce the burden on the vendors in meeting contract requirements.

The changes to the contracts include removal of the requirement to continue providing services after the contract price limitation is reached, allowing for assistance to clients enrolling in insurance through the use of referrals to trained community providers, and an easing of supervision requirements that is not expected to negatively impact client care. Corrective action for compliance audits was also included. The changes were also made to the three (3) contracts being put forth in Action #1. These changes are being made as a part of the Department's response to provider's concerns over reimbursement rates with the goal of reducing the gap between the cost of providing services and the rate paid by the Department by reducing the administrative burden associated with service delivery without compromising client care.

These contracts were originally competitively bid.

Should the Governor and Executive Council determine to not authorize this Request Action #2, the gap between the cost of care and reimbursement rates will remain the same, which vendors have indicated may result in having to limit services provided under this contract. In addition, there would not be a requirement of a corrective actions plan should there be an audit which does not allow for a system to assist with improvement in services provided.

Area served: Statewide.

Source of Funds: 55.87% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-14, and 13.97% General Funds and 30.16% Other Funds from the Governor's Commission on Alcohol and Other Drug Abuse Prevention, Intervention and Treatment.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:
Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names
1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Kleman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
1. County of Grafton New Hampshire - Grafton County Department of Corrections	440	270	North Country
2. Dismas Home of New Hampshire, Inc.	440	262	Greater Manchester
3. Manchester Alcoholism Rehabilitation Center	440	338	Greater Manchester
4. Manchester Alcoholism Rehabilitation Center	440	328	Capital
5. FITNHNH, Inc.	440	360	Greater Manchester
6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	325	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	139**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857	$0	$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381	$0	$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288	$0	$337,288
Sub-total			$337,288	$0	$337,288

FIT/NHNH — Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,759	$194,759
Sub-total			$0	$194,759	$194,759

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492	$0	$74,492
Sub-total			$74,492	$0	$74,492

Greater Nashua Council on Alcoholism — Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$188,372	$188,372
Sub-total			$0	$188,372	$188,372

Headrest, Inc — Vendor Code: 176226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

Attachment A
Financial Details

Hope on Haven Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$84,035	$84,035
Sub-total			$0	$84,035	$84,035

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,246		$70,246
Sub-total			$70,246	$0	$70,246

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076	$0	$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799	$0	$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942	$0	$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$467,166	$1,419,560

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143	$0	$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619	$0	$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083	$0	$781,083
Sub-total			$781,083	$0	$781,083

FIT/NHNH Vendor Code: 157730-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$451,016	$451,016
Sub-total			$0	$451,016	$451,016

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508	$0	$172,508
Sub-total			$172,508	$0	$172,508

Greater Nashua Council on Alcoholism Vendor Code: 166574-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$436,227	$436,227
Sub-total			$0	$436,227	$436,227

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364	$0	$103,364
Sub-total			$103,364	$0	$103,364

Hope on Have Hill Vendor Code: 275119-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$0	$194,606	$194,606
Sub-total			$0	$194,606	$194,606

North Country Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728	$0	$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675	$0	$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124	$0	$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741	$0	$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548	$0	$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$1,081,849	$3,287,382
Grand Total All			$3,157,927	$1,549,015	$4,708,942

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Substance Use Disorder Treatment and Recovery Support Services Contract

This 1st Amendment to the Substance Use Disorder Treatment and Recovery Support Services contract (hereinafter referred to as "Amendment #1") dated this 26th day of June, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and West Central Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 9 Hanover Street, Suite 2, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 20, 2018 (Late Item G), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services with no change to the price limitation or completion date;

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

1. Delete Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.7, Assistance with Enrolling in Insurance Programs, in its entirety, and replace with the following:

   2.7. Assistance with Enrolling in Insurance Programs

   2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, either directly or through a closed-loop referral to a community provider. Other potential sources for payment include, but are not limited to:

   2.7.1.1. Enrollment in public or private insurance including, but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2. Delete Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.9, in its entirety, and replace as follows:

   3.9. The Contractor shall provide in-service training to all staff involved in client care within fifteen (15) days of the contract effective date or the staff person's start date, if after the contract effective date, on the following:

   3.9.1. The contract requirements.

   3.9.2. All other relevant policies and procedures provided by the Department.

3. Add Exhibit A, Scope of Services, Section 10, Contract Compliance Audits, as follows:

   10. Contract Compliance Audits

   10.1 In the event that the Contractor undergoes an audit by the Department, the Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date of the final findings which addresses any and all findings.

10.2 The corrective action plan shall include:

10.2.1 The action(s) that will be taken to correct each deficiency;

10.2.2 The action(s) that will be taken to prevent the reoccurrence of each deficiency;

10.2.3 The specific steps and time line for implementing the actions above;

10.2.4 The plan for monitoring to ensure that the actions above are effective; and

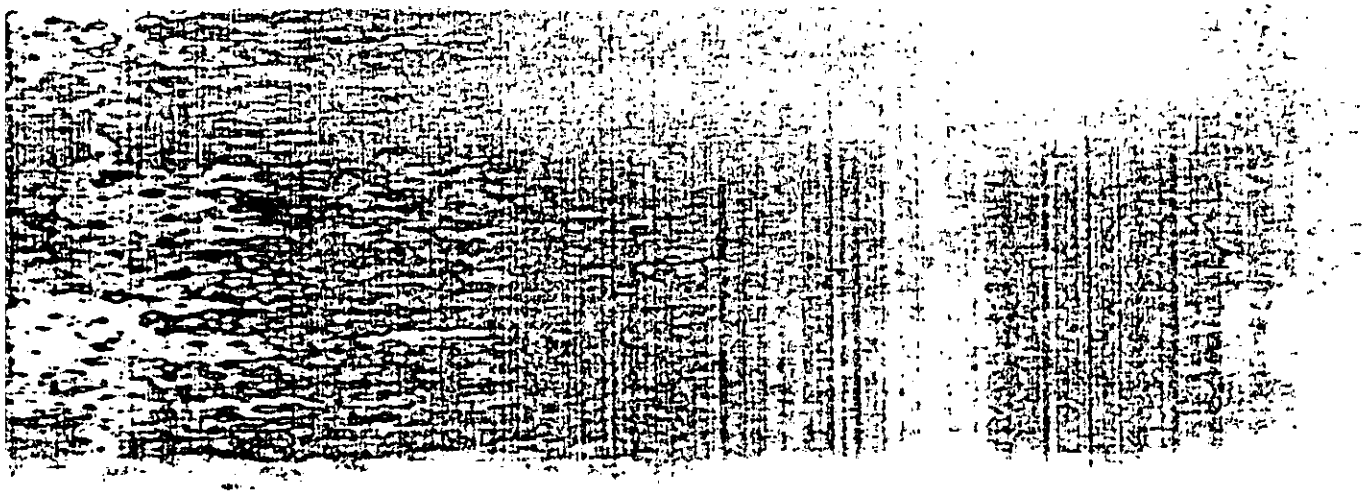
10.2.5 How and when the vendor will report to the Department on progress on implementation and effectiveness.

4. Delete Exhibit A-1, Operational Requirements, Section 8, Clinical Supervision, Subsection 8.1, Paragraph 8.1.3, in its entirety, and replace as follows:

8.1.3. Unlicensed counselors shall receive at least one (1) hour of supervision for every forty (40) hours of direct client contact;

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 8, in its entirety.

The rest of this page intentionally left blank.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/29/18
Date

Katja S. Fox
Director

West Central Services, Inc.

June 28, 2018
Date

Name: Suellen Griffin
Title: President/CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Grafton on June 28, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

ROBERT T. GONYO, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

Name and Title of Notary or Justice of the Peace

My Commission Expires: August 2, 2022

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7/2/18
Date

Name: Megan A. Yarger
Title: ~~Attorney~~

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

9

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 19, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services, to enter into Agreements with multiple Vendors, listed below, to provide substance use disorder treatment and recovery support services statewide, in an amount not to exceed $3,157,927 effective July 1, 2018 or upon Governor and Executive Council approval whichever is later through June 30, 2019. 55.87% Federal, 13.97% General, and 30.16% Other Funds.

Summary of contracted amounts by Vendor:

Vendor	Budgeted Amount
Dismas Home of New Hampshire, Inc.	$240,000
Grafton County New Hampshire – Department of Corrections and Alternative Sentencing	$247,000
Headrest	$147,999
Manchester Alcoholism Rehabilitation Center	$1,118,371
North Country Health Consortium	$287,406
Phoenix Houses of New England, Inc.	$232,921
Seacoast Youth Services	$73,200
Southeastern New Hampshire Alcohol & Drug Abuse Services	$589,540
The Community Council of Nashua, N.H.	$162,000
West Central Services, Inc.	$59,490
Total SFY19	$3,157,927

Funds to support this request are available in State Fiscal Year 2019 in the following accounts, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without approval of the Governor and Executive Council, if needed and justified.

Please see attached financial details.

EXPLANATION

The Department requests approval of ten (10) agreements with a combined price limitation of $3,157,927 that will allow the Vendors listed to provide an array of Substance Use Disorder Treatment and Recovery Support Services statewide to children and adults with substance use disorders, who have income below 400% of the Federal Poverty level and are residents of New Hampshire or are homeless in New Hampshire. Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is

determined using a clinical evaluation based on Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition criteria. Three (3) more agreements will be submitted by the Department at a future Governor and Executive Council meeting.

These Agreements are part of the Department's overall strategy to respond to the opioid epidemic that continues to negatively impact New Hampshire's individuals, families, and communities as well as to respond to other types of substance use disorders. Under the current iteration of these contracts, fifteen (15) vendors are delivering an array of treatment services, including individual and group outpatient, intensive outpatient, partial hospitalization, transitional living, high and low intensity residential, and ambulatory and residential withdrawal management services as well as ancillary recovery support services. While the array of services offered by each vendor varies slightly, together they enrolled 2994 individuals in service groups covered by the contract between May 1, 2017 and April 30, 2018. In 2016 there were 485 drug overdose deaths in New Hampshire with the death toll for 2017 at 428 as of April 20, 2016; however, the 2017 statistics are expected to increase slightly as cases are still pending analysis. This reduction in deaths indicates that the overall strategy including prevention, intervention, treatment, and recovery support services is having a positive impact.

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The Contract includes language to assist pregnant and parenting women by providing interim services if they are on a waitlist; to ensure clients contribute to the cost of services by assessing client income at intake and on a monthly basis; and to ensure care coordination for the clients by assisting them with accessing services or working with a client's existing provider for physical health, behavioral health, medication assisted treatment and peer recovery support services.

The Department will monitor the performance of the Vendors through monthly and quarterly reports, conducting site visits, reviewing client records, and engaging in activities identified in the contract monitoring and quality improvement work referenced above. In addition, the Department is collecting baseline data on access, engagement, clinical appropriateness, retention, completion, and outcomes that will be used to create performance improvement goals in future contracts. Finally, contractor financial health is also being monitored monthly.

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Should the Governor and Executive Council determine to not authorize this Request, the vendors would not have sufficient resources to promote and provide the array of services necessary to provide individuals with substance use disorders the necessary tools to achieve, enhance and sustain recovery.

Area served: Statewide.

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

Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Substance Use Disorder Treatment And Recovery Support Services
RFA Name

RFA-2019-BDAS-01-SUBST
RFA Number

Reviewer Names

1. Jamie Powers, Clinical & Recovery Srvcs Admin II, BDAS
2. Julie Lane, Program Specialist III, BHS
3. Shawn Blakey, Prog Specialist IV, Child Bhvl Health
4. Paul Klaman, Clinical Srvcs Spclst, Drug & Alcohol Srvcs
5. Abby Shockley, Snr Policy Anlyst, Substnc Use Srv, Observer only

Bidder Name	Maximum Points	Actual Points	Region
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6. Grafton County New Hampshire - Grafton County Alternative Sentencing	440	290	North Country
7. The Community Council of Nashua, N. H.	440	280	Greater Nashua
8. Halo Educational Systems	440	see below*	Upper Valley
9. Headrest	440	283	Upper Valley
10. Hope on Haven Hill Inc.	440	304	Strafford County
11. Greater Nashua Council on Alcoholism	440	394	Greater Nashua
12. North Country Health Consortium	440	329	North Country
13. North Country Health Consortium	440	295	Carrol County
14. Phoenix Houses of New England, Inc.	440	361	Monadnock
15. Seacoast Youth Services	440	215	Seacoast
16. Seacoast Youth Services	440	215	Strafford County
17. Southeastern New Hampshire Alcohol & Drug Abuse Services	440	320	Seacoast
18. Southeastern Alcohol & Drug Abuse Services	440	370	Strafford
19. West Central Services, Inc.	440	231	Greater Sullivan
20. White Horse Addiction Center, Inc.	440	138**	Carrol County

*Halo Educational Systems: Application was disqualified as non-responsive.
**White Horse Addiction Center, Inc.: Vendor was not selected.

Attachment A
Financial Details

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS (100% Other Funds)

Community Council of Nashua-Gr Nashua Comm Mental Health — Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$48,857		$48,857
Sub-total			$48,857	$0	$48,857

Dismas Home of NH — Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$72,381		$72,381
Sub-total			$72,381	$0	$72,381

Easter Seals of NH Manchester Alcoholism Rehab Ctr/Farnum — Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$337,288		$337,288
Sub-total			$337,288	$0	$337,288

Grafton County — Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$74,492		$74,492
Sub-total			$74,492	$0	$74,492

Headrest, Inc — Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$44,635		$44,635
Sub-total			$44,635	$0	$44,635

North Country Health Consortium — Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$86,678		$86,678
Sub-total			$86,678	$0	$86,678

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$70,248		$70,248
Sub-total			$70,248	$0	$70,248

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$22,076		$22,076
Sub-total			$22,076	$0	$22,076

Southeastern NH Alcohol and Drug Services Vendor Code 155282-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$177,799		$177,799
Sub-total			$177,799	$0	$177,799

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$17,942		$17,942
Sub-total			$17,942	$0	$17,942
Total Gov. Comm			$952,394	$0	$952,394

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV FOR BEHAVORIAL HEALTH, BUREAU OF DRUG & ALCOHOL SVCS, CLINICAL SERVICES (80% Federal Funds, 20% General Funds FAIN TI010035 CFDA 93.959)

Community Council of Nashua-Gr Nashua Comm Mental Health Vendor Code: 154112-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$113,143		$113,143
Sub-total			$113,143	$0	$113,143

Attachment A
Financial Details

Dismas Home of NH Vendor Code:TBD

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$167,619		$167,619
Sub-total			$167,619	$0	$167,619

Easter Seals of NH
Manchester
Alcoholism Rehab
Ctr/Farnum Vendor Code: 177204-B005

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$781,083		$781,083
Sub-total			$781,083	$0	$781,083

Grafton County Vendor Code: 177397-B003

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$172,508		$172,508
Sub-total			$172,508	$0	$172,508

Headrest, Inc Vendor Code: 175226-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$103,364		$103,364
Sub-total			$103,364	$0	$103,364

North Country
Health Consortium Vendor Code: 158557-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$200,728		$200,728
Sub-total			$200,728	$0	$200,728

Attachment A
Financial Details

Phoenix Houses of New England, Inc. Vendor Code: 177589-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$162,675		$162,675
Sub-total			$162,675	$0	$162,675

Seacoast Youth Services Vendor Code: 203944-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$51,124		$51,124
Sub-total			$51,124	$0	$51,124

Southeastern NH Alcohol and Drug Services Vendor Code 155292-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$411,741		$411,741
Sub-total			$411,741	$0	$411,741

West Central Services Vendor Code: 177654-B001

State Fiscal Year	Class/Account	Title	Budget Amount	Increase/ Decrease	Revised Modified Budget
2019	102-500734	Contracts for Prog Svc	$41,548		$41,548
Sub-total			$41,548	$0	$41,548
Total Clinical Svs			$2,205,533	$0	$2,205,533
Grand Total All			$3,157,927	$0	$3,157,927

FORM NUMBER P-37 (version 5/8/15)

Subject: Substance Use Disorder Treatment and Recovery Support Services (RFA-2019-BDAS-01-SUBST-13)

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 West Central Services, Inc.		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number 05-95-92-920510-3382-102-500734; 05-95-92-920510-3384-102-500734	1.7 Completion Date June 30, 2019	1.8 Price Limitation $59,490
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Suellen Griffin		1.12 Name and Title of Contractor Signatory Suellen Griffin President/CEO	

1.13 Acknowledgement: State of NH, County of Grafton

On June 5, 2018, 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
Cynthia A. Twombly

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace
Cynthia A. Twombly
Notary Public

CYNTHIA A. TWOMBLY
Notary Public - New Hampshire
My Commission Expires August 14, 2018

1.14 State Agency Signature Date: 6/7/18	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. Lyde-Attorney On: 6/8/18

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 JY
Date 6-5-18

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 _____
Date 6-5-18

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 _____

Date 6-5-18

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 Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Contract, the Department has identified the Contractor as a Subrecipient in accordance with the provisions of 2 CFR 200 et seq.

1.4. The Contractor will provide Substance Use Disorder Treatment and Recovery Support Services to any eligible client, regardless of where the client lives or works in New Hampshire.

2. Scope of Services

2.1. Covered Populations

2.1.1. The Contractor will provide services to eligible individuals who:

2.1.1.1. Are age 12 or older or under age 12, with required consent from a parent or legal guardian to receive treatment, and

2.1.1.2. Have income below 400% Federal Poverty Level, and

2.1.1.3. Are residents of New Hampshire or homeless in New Hampshire, and

2.1.1.4. Are determined positive for substance use disorder.

2.2. Resiliency and Recovery Oriented Systems of Care

2.2.1. The Contractor must provide substance use disorder treatment services that support the Resiliency and Recovery Oriented Systems of Care (RROSC) by operationalizing the Continuum of Care Model (http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm).

2.2.2. RROSC supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems. At a minimum, the Contractor must:

2.2.2.1. Inform the Integrated Delivery Network(s) (IDNs) of services available in order to align this work with IDN projects that may be similar or impact the same populations.

2.2.2.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align this work with other RPHN projects that may be similar or impact the same populations.

2.2.2.3. Coordinate client services with other community service providers involved in the client's care and the client's support network

2.2.2.4. Coordinate client services with the Department's Regional Access Point contractor (RAP) that provides services including, but not limited to:

2.2.2.4.1. Ensuring timely admission of clients to services

2.2.2.4.2. Referring clients to RAP services when the Contractor cannot admit a client for services within forty-eight (48) hours

2.2.2.4.3. Referring clients to RAP services at the time of discharge when a client is in need of RAP services, and

2.2.2.5. Be sensitive and relevant to the diversity of the clients being served.

2.2.2.6. Be trauma informed; i.e. designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.

2.3. Substance Use Disorder Treatment Services

2.3.1. The Contractor must provide one or more of the following substance use disorder treatment services:

2.3.1.1. Individual Outpatient Treatment as defined as American Society of Addiction Medicine (ASAM) Criteria, Level 1. Outpatient Treatment services assist an individual to achieve treatment objectives through the exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.3.1.2. Group Outpatient Treatment as defined as ASAM Criteria, Level 1. Outpatient Treatment services assist a group of individuals to achieve treatment objectives through the

exploration of substance use disorders and their ramifications, including an examination of attitudes and feelings, and consideration of alternative solutions and decision making with regard to alcohol and other drug related problems.

2.4. Reserved

2.5. Enrolling Clients for Services

2.5.1. The Contractor will determine eligibility for services in accordance with Section 2.1 above and with Sections 2.5.2 through 2.5.4 below:

2.5.2. The Contractor must complete intake screenings as follows:

2.5.2.1. Have direct contact (face to face communication by meeting in person, or electronically, or by telephone conversation) with an individual (defined as anyone or a provider) within two (2) business days from the date that individual contacts the Contractor for Substance Use Disorder Treatment and Recovery Support Services.

2.5.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, using the eligibility module in Web Information Technology System (WITS) to determine probability of being eligible for services under this contract and for probability of having a substance use disorder.

2.5.2.3. Assess clients' income prior to admission using the WITS fee determination model and

2.5.2.3.1. Assure that clients' income information is updated as needed over the course of treatment by asking clients about any changes in income no less frequently than every 4 weeks.

2.5.3. The Contractor shall complete an ASAM Level of Care Assessment for all services in Sections 2.3.1.1 through 2.3.1.2, within two (2) days of the initial Intake Screening in Section 2.5.2 above using the ASI Lite module, in Web Information Technology System (WITS) or other method approved by the Department when the individual is determined probable of being eligible for services.

2.5.3.1. The Contractor shall make available to the Department, upon request, the data from the ASAM Level of Care Assessment in Section 2.5.3 in a format approved by the Department.

2.5.4. The Contractor shall, for all services provided, include a method to obtain clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October, 2013. The Contractor must complete a clinical evaluation, for each client:

2.5.4.1. Prior to admission as a part of interim services or within 3 business days following admission.

2.5.4.2. During treatment only when determined by a Licensed Counselor.

2.5.5. The Contractor must use the clinical evaluations completed by a Licensed Counselor from a referring agency.

2.5.6. The Contractor will either complete clinical evaluations in Section 2.5.4 above before admission or Level of Care Assessments in Section 2.5.3 above before admission along with a clinical evaluation in Section 2.5.4 above after admission.

2.5.7. The Contractor shall provide eligible clients the substance use disorder treatment services in Section 2.3 determined by the client's clinical evaluation in Section 2.5.4 unless:

2.5.7.1. The client choses to receive a service with a lower ASAM Level of Care; or

2.5.7.2. The service with the needed ASAM level of care is unavailable at the time the level of care is determined in Section 2.5.4, in which case the client may chose:

2.5.7.2.1. A service with a lower ASAM Level of Care;

2.5.7.2.2. A service with the next available higher ASAM Level of Care;

2.5.7.2.3. Be placed on the waitlist until their service with the assessed ASAM level of care becomes available as in Section 2.5.4; or

2.5.7.2.4. Be referred to another agency in the client's service area that provides the service with the needed ASAM Level of Care.

2.5.8. The Contractor shall enroll eligible clients for services in order of the priority described below:

2.5.8.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48 hour time frame. If the

Contractor is unable to admit a pregnant woman for the needed level of care within 24 hours, the Contractor shall:

2.5.8.1.1. Contact the Regional Access Point service provider in the client's area to connect the client with substance use disorder treatment services.

2.5.8.1.2. Assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance must include actively reaching out to identify providers on the behalf of the client.

2.5.8.1.3. Provide interim services until the appropriate level of care becomes available at either the Contractor agency or an alternative provider. Interim services shall include:

2.5.8.1.3.1. At least one 60 minute individual or group outpatient session per week;

2.5.8.1.3.2. Recovery support services as needed by the client;

2.5.8.1.3.3. Daily calls to the client to assess and respond to any emergent needs.

2.5.8.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 days prior to screening or in the period between screening and admission to the program.

2.5.8.3. Individuals with a history of injection drug use including the provision of interim services within 14 days.

2.5.8.4. Individuals with substance use and co-occurring mental health disorders.

2.5.8.5. Individuals with Opioid Use Disorders.

2.5.8.6. Veterans with substance use disorders

2.5.8.7. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.

2.5.8.8. Individuals who require priority admission at the request of the Department.

2.5.9. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the client prior to receiving services for individuals whose age is 12 years and older.

2.5.10. The Contractor must obtain consent in accordance with 42 CFR Part 2 for treatment from the parent or legal guardian when the client is under the age of twelve (12) prior to receiving services.

2.5.11. The Contractor must include in the consent forms language for client consent to share information with other social service agencies involved in the client's care, including but not limited to:

2.5.11.1. The Department's Division of Children, Youth and Families (DCYF)

2.5.11.2. Probation and parole

2.5.12. The Contractor shall not prohibit clients from receiving services under this contract when a client does not consent to information sharing in Section 2.5.11 above.

2.5.13. The Contractor shall notify the clients whose consent to information sharing in Section 2.5.11 above that they have the ability to rescind the consent at any time without any impact on services provided under this contract.

2.5.14. The Contractor shall not deny services to an adolescent due to:

2.5.14.1. The parent's inability and/or unwillingness to pay the fee;

2.5.14.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.

2.5.15. The Contractor must provide services to eligible clients who:

2.5.15.1. Receive Medication Assisted Treatment services from other providers such as a client's primary care provider;

2.5.15.2. Have co-occurring mental health disorders; and/or

2.5.15.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

2.5.16. The Contractor must provide substance use disorder treatment services separately for adolescent and adults, unless otherwise approved by the Department. The Contractor agrees that adolescents and adults do not share the same residency space, however, the communal pace such as kitchens, group rooms, and recreation may be shared but at separate times.

2.6. Waitlists

2.6.1. The Contractor will maintain a waitlist for all clients and all substance use disorder treatment services including the eligible clients being served under this contract and clients being served under another payer source.

2.6.2. The Contractor will track the wait time for the clients to receive services, from the date of initial contact in Section 2.5.2.1 above to the date clients first received substance use disorder treatment services in Sections 2.3 and 2.4 above, other than Evaluation in Section 2.5.4

2.6.3. The Contractor will report to the Department monthly:

2.6.3.1. The average wait time for all clients, by the type of service and payer source for all the services.

2.6.3.2. The average wait time for priority clients in Section 2.5.8 above by the type of service and payer source for the services.

2.7. Assistance with Enrolling in Insurance Programs

2.7.1. The Contractor must assist clients and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, such as;

2.7.1.1. Enrollment in public or private insurance, including but not limited to New Hampshire Medicaid programs within fourteen (14) days after intake.

2.8. Service Delivery Activities and Requirements

2.8.1. The Contractor shall assess all clients for risk of self-harm at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and at discharge.

2.8.2. The Contractor shall assess all clients for withdrawal risk based on ASAM (2013) standards at all phases of treatment, such as at initial contact, during screening, intake, admission, on-going treatment services and stabilize all clients based on ASAM (2013) guidance and shall:

2.8.2.1. Provide stabilization services when a client's level of risk indicates a service with an ASAM Level of Care that can be provided under this Contract; If a client's risk level indicates a service with an ASAM Level of Care that can be provided under this contract, then the Contractor shall integrate withdrawal management into the client's treatment plan and provide on-going assessment of withdrawal risk to ensure that withdrawal is managed safely.

2.8.2.2. Refer clients to a facility where the services can be provided when a client's risk indicates a service with an ASAM Level of Care that is higher than can be provided under this Contract; Coordinate with the withdrawal management services provider to admit the client to an appropriate service once the client's withdrawal risk has reached a level that can be provided under this contract. and

2.8.3. The Contractor must complete individualized treatment plans for all clients based on clinical evaluation data within three (3) days of the clinical evaluation (in Section 2.5.4 above), that address problems in all ASAM (2013) domains which justified the client's admittance to a given level of care, that are in accordance the requirements in Exhibit A-1 and that:

2.8.3.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:

2.8.3.1.1. specific, (clearly defining what will be done)

2.8.3.1.2. measurable (including clear criteria for progress and completion)

2.8.3.1.3. attainable (within the individual's ability to achieve)

2.8.3.1.4. realistic (the resources are available to the individual), and

2.8.3.1.5. timely (this is something that needs to be done and there is a stated time frame for completion that is reasonable).

2.8.3.2. Include the client's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.

2.8.3.3. Are update based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent. Treatment plan updates much include:

2.8.3.3.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;

2.8.3.3.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.

2.8.3.3.3. The counselor's assessment of whether or not the client needs to move to a different level of



care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.

2.8.3.3.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.

2.8.3.4. Track the client's progress relative to the specific goals, objectives, and interventions in the client's treatment plan by completing encounter notes in WITS.

2.8.4. The Contractor shall refer clients to and coordinate a client's care with other providers.

2.8.4.1. The Contractor shall obtain in advance if appropriate, consents from the client, including 42 CFR Part 2 consent, if applicable, and in compliance with state, federal laws and state and federal rules, including but not limited to:

2.8.4.1.1. Primary care provider and if the client does not have a primary care provider, the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.2. Behavioral health care provider when serving clients with co-occurring substance use and mental health disorders, and if the client does not have a mental health care provider, then the Contractor will make an appropriate referral to one and coordinate care with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.3. Medication assisted treatment provider.

2.8.4.1.4. Peer recovery support provider, and if the client does not have a peer recovery support provider, the Contractor will make an appropriate referral to one and coordinate care

with that provider if appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.5. Coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with clients to describe available services and to engage clients in peer recovery support services as applicable.

2.8.4.1.6. Coordinate with case management services offered by the client's managed care organization or third party insurance, if applicable. If appropriate consents from the client, including 42 CFR Part 2 consent, if applicable, are obtained in advance in compliance with state, federal laws and state and federal rules.

2.8.4.1.7. Coordinate with other social service agencies engaged with the client, including but not limited to the Department's Division of Children, Youth and Families (DCYF), probation/parole, as applicable and allowable with consent provided pursuant to 42 CFR Part 2.

2.8.4.2. The Contractor must clearly document in the client's file if the client refuses any of the referrals or care coordination in Section 2.8.4 above.

2.8.5. The Contractor must complete continuing care, transfer, and discharge plans for all Services in Section 2.3 that address all ASAM (2013) domains, that are in accordance with the requirements in Exhibit A-1 and that:

2.8.5.1. Include the process of transfer/discharge planning at the time of the client's intake to the program.

2.8.5.2. Include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:

2.8.5.2.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level

of care is assessed as necessary to permit the patient to continue to work toward his or her treatment goals; or

2.8.5.2.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve his or her problems. He/she is actively working toward the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward his/her treatment goals; and /or

2.8.5.2.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively

2.8.5.3. Include at least one (1) of the four (4) criteria for transfer/discharge, when addressing transfer/discharge that include:

2.8.5.3.1. Transfer/Discharge Criteria A: The Patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or

2.8.5.3.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of care (more or less intensive) in the same type of services,



or discharge from treatment, is therefore indicated; or

2.8.5.3.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit his or her ability to resolve his or her problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

2.8.5.3.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of his or her problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care.

2.8.6. The Contractor shall deliver all services in this Agreement using evidence based practices as demonstrated by meeting one of the following criteria:

2.8.6.1. The service shall be included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center https://www.samhsa.gov/ebp-resource-center

2.8.6.2. The services shall be published in a peer-reviewed journal and found to have positive effects; or

2.8.6.3. The substance use disorder treatment service provider shall be able to document the services' effectiveness based on the following:

2.8.6.3.1. The service is based on a theoretical perspective that has validated research; or

2.8.6.3.2. 2. The service is supported by a documented body of knowledge generated from similar or related services that indicate effectiveness.

2.8.7. The Contractor shall deliver services in this Contract in accordance with:

2.8.7.1. The ASAM Criteria (2013). The ASAM Criteria (2013) can be purchased online through the ASAM website at: http://www.asamcriteria.org/

2.8.7.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs)

available at http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-

2.8.7.3. The SAMHSA Technical Assistance Publications (TAPs) available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1

2.8.7.4. The Requirements in Exhibit A-1.

2.9. Client Education

2.9.1. The Contractor shall offer to all eligible clients receiving services under this contract, individual or group education on prevention, treatment, and nature of :

2.9.1.1. Hepatitis C Virus (HCV)

2.9.1.2. Human Immunodeficiency Virus (HIV)

2.9.1.3. Sexually Transmitted Diseases (STD)

2.9.1.4. Tobacco Education Tools that include:

2.9.1.4.1. Asses clients for motivation in stopping the use of tobacco products;

2.9.1.4.2. Offer resources such as but not limited to the Department's Tobacco Prevention & Control Program (TPCP) and the certified tobacco cessation counselors available through the QuitLine; and

2.9.1.4.3. Shall not use tobacco use, in and of itself, as grounds for discharging clients from services being provided under this contract.

2.10. Tobacco Free Environment

2.10.1. The Contractor must ensure a tobacco-free environment by having policies and procedures that at a minimum:

2.10.1.1. Include the smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices;

2.10.1.2. Apply to employees, clients and employee or client visitors;

2.10.1.3. Prohibit the use of tobacco products within the Contractor's facilities at any time.

2.10.1.4. Prohibit the use of tobacco in any Contractor owned vehicle.

2.10.1.5. Include whether or not use of tobacco products is prohibited outside of the facility on the grounds.

2.10.1.6. Include the following if use of tobacco products is allowed outside of the facility on the grounds:

2.10.1.6.1. A designated smoking area(s) which is located at least twenty (20) feet from the main entrance.

2.10.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, will be extinguished and disposed of in appropriate containers.

2.10.1.6.3. Ensure periodic cleanup of the designated smoking area.

2.10.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.

2.10.1.7. Prohibit tobacco use in any company vehicle.

2.10.1.8. Prohibit tobacco use in personal vehicles when transporting people on authorized business.

2.10.2. The Contractor must post the tobacco free environment policy in the Contractor's facilities and vehicles and included in employee, client, and visitor orientation.

3. Staffing

3.1. The Contractor shall meet the minimum staffing requirements to provide the scope of work in this RFA as follows:

3.1.1. At least one:

3.1.1.1. Masters Licensed Alcohol and Drug Counselor (MLADC); or

3.1.1.2. Licensed Alcohol and Drug Counselor (LADC) who also holds the Licensed Clinical Supervisor (LCS) credential;

3.1.2. Sufficient staffing levels that are appropriate for the services provided and the number of clients served.

3.1.3. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.

3.1.4. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan (See Exhibit A-1 Section 8.1.2).

3.1.5. At least one Certified Recovery Support Worker (CRSW) for every 50 clients or portion thereof.

3.1.6. Provide ongoing clinical supervision that occurs at regular intervals in accordance with the Operational Requirements in Exhibit A-1. and evidence based practices, at a minimum:

3.1.6.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress;

3.1.6.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision;

3.2. The Contractor shall provide training to staff on:

3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;

3.2.2. The 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171 and

3.2.3. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.

3.3. The Contractor shall notify the Department, in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.

3.4. The Contractor shall notify the Department in writing within one month of hire when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The Contractor shall provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the Contractor, with the notification.

3.5. The Contractor shall notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one month.

3.6. The Contractor shall have policies and procedures related to student interns to address minimum coursework, experience and core competencies for those interns

having direct contact with individuals served by this contract. Additionally, The Contractor must have student interns complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 prior to beginning their internship.

3.7. The Contractor shall have unlicensed staff complete an approved ethics course and an approved course on the 12 core functions as described in Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice in Section 3.2.2, and information security and confidentially practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2 within 6 months of hire.

3.8. The Contractor shall ensure staff receives continuous education in the ever changing field of substance use disorders. and state and federal laws, and rules relating to confidentiality

3.9. The Contractor shall provide in-service training to all staff involved in client care within 15 days of the contract effective date or the staff person's start date, if after the contract effective date, and at least every 90 days thereafter on the following:

3.9.1. The contract requirements.

3.9.2. All other relevant policies and procedures provided by the Department.

3.10. The Contractor shall provide in-service training or ensure attendance at an approved training by the Department to clinical staff on hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs) annually. The Contractor shall provide the Department with a list of trained staff.

4. Reserved

5. Web Information Technology

5.1. The Contractor shall use the Web Information Technology System (WITS) to record all client activity and client contact within (3) days following the activity or contact as directed by the Department.

5.2. The Contractor shall, before providing services, obtain written informed consent from the client stating that the client understands that:

5.2.1. The WITS system is administered by the State of New Hampshire;

5.2.2. State employees have access to all information that is entered into the WITS system;

5.2.3. Any information entered into the WITS system becomes the property of the State of New Hampshire.

5.3. The Contractor shall have any client whose information is entered into the WITS system complete a WITS consent to the Department.

5.3.1. Any client refusing to sign the informed consent in 5.2 and/or consent in 5.3:

5.3.1.1. Shall not be entered into the WITS system; and

5.3.1.2. Shall not receive services under this contract.

5.3.1.2.1. Any client who cannot receive services under this contract pursuant to Section 5.3.1.2 shall be assisted in finding alternative payers for the required services.

5.4. The Contractor agrees to the Information Security Requirements Exhibit K.

6. Reporting

6.1. The Contractor shall report on the following:

6.1.1. National Outcome Measures (NOMs) data in WITS for:

6.1.1.1. 100% of all clients at admission

6.1.1.2. 100% of all clients who are discharged because they have completed treatment or transferred to another program

6.1.1.3. 50% of all clients who are discharged for reasons other than those specified above in Section 6.1.1.2.

6.1.1.4. The above NOMs in Section 6.1.1.1 through 6.1.1.3 are minimum requirements and the Contractor shall attempt to achieve greater reporting results when possible.

6.1.2. Monthly and quarterly web based contract compliance reports no later than the 10th day of the month following the reporting month or quarter;

6.1.3. All critical incidents to the bureau in writing as soon as possible and no more than 24 hours following the incident. The Contractor agrees that:

6.1.3.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well-being, including but not limited to:

6.1.3.1.1. Abuse;

6.1.3.1.2. Neglect;

6.1.3.1.3. Exploitation;

6.1.3.1.4. Rights violation;

6.1.3.1.5. Missing person;

6.1.3.1.6. Medical emergency;

6.1.3.1.7. Restraint; or

6.1.3.1.8. Medical error.

6.1.4. All contact with law enforcement to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.5. All Media contacts to the bureau in writing as soon as possible and no more than 24 hours following the incident;

6.1.6. Sentinel events to the Department as follows:

6.1.6.1. Sentinel events shall be reported when they involve any individual who is receiving services under this contract;

6.1.6.2. Upon discovering the event, the Contractor shall provide immediate verbal notification of the event to the bureau, which shall include:

6.1.6.2.1. The reporting individual's name, phone number, and agency/organization;

6.1.6.2.2. Name and date of birth (DOB) of the individual(s) involved in the event;

6.1.6.2.3. Location, date, and time of the event;

6.1.6.2.4. Description of the event, including what, when, where, how the event happened, and other relevant information, as well as the identification of any other individuals involved;

6.1.6.2.5. Whether the police were involved due to a crime or suspected crime; and

6.1.6.2.6. The identification of any media that had reported the event;

6.1.6.3. Within 72 hours of the sentinel event, the Contractor shall submit a completed "Sentinel Event Reporting Form" (February 2017), available at https://www.dhhs.nh.gov/dcbcs/documents/reporting-form.pdf to the bureau

6.1.6.4. Additional information on the event that is discovered after filing the form in Section 6.1.6.3. above shall be reported to

the Department, in writing, as it becomes available or upon request of the Department; and

6.1.6.5. Submit additional information regarding Sections 6.1.6.1 through 6.1.6.4 above if required by the department; and

6.1.6.6. Report the event in Sections 6.1.6.1 through 6.1.6.4 above, as applicable, to other agencies as required by law.

7. Quality Improvement

7.1. The Contractor shall participate in all quality improvement activities to ensure the standard of care for clients, as requested by the Department, such as, but not limited to:

7.1.1. Participation in electronic and in-person client record reviews

7.1.2. Participation in site visits

7.1.3. Participation in training and technical assistance activities as directed by the Department.

7.2. The Contractor shall monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:

7.2.1. Maintain a consistent service capacity for Substance Use Disorder Treatment and Recovery Support Services statewide by:

7.2.1.1. Monitor the capacity such as staffing and other resources to consistently and evenly deliver these services; and

7.2.1.2. Monitor no less than monthly the percentage of the contract funding expended relative to the percentage of the contract period that has elapsed. If there is a difference of more than 10% between expended funding and elapsed time on the contract the Contractor shall notify the Department within 5 days and submit a plan for correcting the discrepancy within 10 days of notifying the Department.

8. Maintenance of Fiscal Integrity

8.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. Statements shall be submitted within thirty (30) calendar days after each month end. The Contractor will be evaluated on the following:

8.1.1. Days of Cash on Hand:

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

8.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

8.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

8.1.2. Current Ratio:

8.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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

8.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

8.1.3. Debt Service Coverage Ratio:

8.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

8.1.3.2. Definition: The ratio of Net Income to the year to date debt service.

8.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

8.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

8.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

8.1.4. Net Assets to Total Assets:

8.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

8.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.

8.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

8.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.

8.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

8.2. In the event that the Contractor does not meet either:

8.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or

8.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months, then

8.2.3. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.

8.2.4. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 8.2.1 and/or 8.2.2 have not been met.

8.2.4.1. The Contractor shall update the corrective action plan at least every thirty (30) calendar days until compliance is achieved.

8.2.4.2. The Contractor shall provide additional information to assure continued access to services as requested by the Department. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

8.3. The Contractor shall inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

8.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

9. Performance Measures

9.1. The Contractor's contract performance shall be measured as in Section 9.2 below to evaluate that services are mitigating negative impacts of substance misuse, including but not limited to the opioid epidemic and associated overdoses.

9.2. For the first year of the contract only, the data, as collected in WITS, will be used to assist the Department in determining the benchmark for each measure below. The Contractor agrees to report data in WITS used in the following measures:

9.2.1. Access to Services: % of clients accepting services who receive any service, other than evaluation, within 10 days of screening.

9.2.2. Engagement: % of clients receiving any services, other than evaluation, on at least 2 separate days within 14 days of screening

9.2.3. Clinically Appropriate Services: % clients receiving ASAM Criteria identified SUD services (as identified by initial or subsequent ASAM LoC Criteria determination) within 30 days of screening.

9.2.4. Client Retention: % of currently enrolled clients receiving any type of SUD services, other than evaluation, on at least 4 separate days within 45 days of initial screening.

9.2.5. Treatment Completion: Total # of discharged (dis-enrolled) clients completing treatment

9.2.6. National Outcome Measures (NOMS) The % of clients out of all clients discharged meeting at least 3 out of 5 NOMS outcome criteria:

9.2.6.1. Reduction in /no change in the frequency of substance use at discharge compared to date of first service

9.2.6.2. Increase in/no change in number of individuals employed or in school at date of last service compared to first service

9.2.6.3. Reduction in/no change in number of individuals arrested in past 30 days from date of first service to date of last service

9.2.6.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service

9.2.6.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service

Exhibit A-1 Operational Requirements

The Contractor shall comply with the following requirements:

1. Requirements for Organizational or Program Changes.
   1.1. The Contractor shall provide the department with written notice at least 30 days prior to changes in any of the following:
      1.1.1. Ownership;
      1.1.2. Physical location;
      1.1.3. Name.
   1.2. When there is a new administrator, the following shall apply:
      1.2.1. The Contractor shall provide the department with immediate notice when an administrator position becomes vacant;
      1.2.2. The Contractor shall notify the department in writing as soon as possible prior to a change in administrator, and immediately upon the lack of an administrator, and provide the department with the following:
         1.2.2.1. The written disclosure of the new administrator required in Section 1.2 above;
         1.2.2.2. A resume identifying the name and qualifications of the new administrator; and
         1.2.2.3. Copies of applicable licenses for the new administrator;
      1.2.3. When there is a change in the name, the Contractor shall submit to the department a copy of the certificate of amendment from the New Hampshire Secretary of State, if applicable, and the effective date of the name change.
      1.2.4. When a Contractor discontinues a contracted program, it shall submit to the department:
         1.2.4.1. A plan to transfer, discharge or refer all clients being served in the contracted program; and
         1.2.4.2. A plan for the security and transfer of the client's records being served in the contracted program as required by Sections 12.8 – 12.10 below and with the consent of the client.
2. Inspections.
   2.1. For the purpose of determining compliance with the contract, the Contractor shall admit and allow any department representative at any time to inspect the following:
      2.1.1. The facility premises;
      2.1.2. All programs and services provided under the contract; and
      2.1.3. Any records required by the contract.
   2.2. A notice of deficiencies shall be issued when, as a result of any inspection, the department determines that the Contractor is in violation of any of the contract requirements.
   2.3. If the notice identifies deficiencies to be corrected, the Contractor shall submit a plan of correction in accordance within 21 working days of receiving the inspection findings.
3. Administrative Remedies.
   3.1. The department shall impose administrative remedies for violations of contract requirements, including:
      3.1.1. Requiring a Contractor to submit a plan of correction (POC);
      3.1.2. Imposing a directed POC upon a Contractor;
      3.1.3. Suspension of a contract; or
      3.1.4. Revocation of a contract.

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Exhibit A-1 Operational Requirements

3.2. When administrative remedies are imposed, the department shall provide a written notice, as applicable, which:
- 3.2.1. Identifies each deficiency;
- 3.2.2. Identifies the specific remedy(s) that has been proposed; and
- 3.2.3. Provides the Contractor with information regarding the right to a hearing in accordance with RSA 541-A and He-C 200.

3.3. A POC shall be developed and enforced in the following manner:
- 3.3.1. Upon receipt of a notice of deficiencies, the Contractor shall submit a written POC within 21 days of the date on the notice describing:
  - 3.3.1.1. How the Contractor intends to correct each deficiency;
  - 3.3.1.2. What measures will be put in place, or what system changes will be made to ensure that the deficiency does not recur; and
  - 3.3.1.3. The date by which each deficiency shall be corrected which shall be no later than 90 days from the date of submission of the POC;
- 3.3.2. The department shall review and accept each POC that:
  - 3.3.2.1. Achieves compliance with contract requirements;
  - 3.3.2.2. Addresses all deficiencies and deficient practices as cited in the inspection report;
  - 3.3.2.3. Prevents a new violation of contract requirements as a result of implementation of the POC; and
  - 3.3.2.4. Specifies the date upon which the deficiencies will be corrected;

3.4. If the POC is acceptable, the department shall provide written notification of acceptance of the POC;

3.5. If the POC is not acceptable, the department shall notify the Contractor in writing of the reason for rejecting the POC;

3.6. The Contractor shall develop and submit a revised POC within 21 days of the date of the written notification in 3.5 above;

3.7. The revised POC shall comply with 3.3.1 above and be reviewed in accordance with 3.3.2 above;

3.8. If the revised POC is not acceptable to the department, or is not submitted within 21 days of the date of the written notification in 3.5 above, the Contractor shall be subject to a directed POC in accordance with 3.12 below;

3.9. The department shall verify the implementation of any POC that has been submitted and accepted by:
- 3.9.1. Reviewing materials submitted by the Contractor;
- 3.9.2. Conducting a follow-up inspection; or
- 3.9.3. Reviewing compliance during the next scheduled inspection;

3.10. Verification of the implementation of any POC shall only occur after the date of completion specified by the Contractor in the plan; and

3.11. If the POC or revised POC has not been implemented by the completion date, the Contractor shall be issued a directed POC in accordance with 3.12 below.

3.12. The department shall develop and impose a directed POC that specifies corrective actions for the Contractor to implement when:
- 3.12.1. As a result of an inspection, deficiencies were identified that require immediate corrective action to protect the health and safety of the clients or personnel;
- 3.12.2. A revised POC is not submitted within 21 days of the written notification from the department; or



3.12.3. A revised POC submitted has not been accepted.

4. Duties and Responsibilities of All Contractors.
   4.1. The Contractor shall comply with all federal, state, and local laws, rules, codes, ordinances, licenses, permits, and approvals, and rules promulgated thereunder, as applicable.
   4.2. The Contractor shall monitor, assess, and improve, as necessary, the quality of care and service provided to clients on an ongoing basis.
   4.3. The Contractor shall provide for the necessary qualified personnel, facilities, equipment, and supplies for the safety, maintenance and operation of the Contractor.
   4.4. The Contractor shall develop and implement written policies and procedures governing its operation and all services provided.
   4.5. All policies and procedures shall be reviewed, revised, and trained on per Contractor policy.
   4.6. The Contractor shall:
      4.6.1. Employ an administrator responsible for the day-to-day operation of the Contractor;
      4.6.2. Maintain a current job description and minimum qualifications for the administrator, including the administrator's authority and duties; and
      4.6.3. Establish, in writing, a chain of command that sets forth the line of authority for the operation of the Contractor the staff position(s) to be delegated the authority and responsibility to act in the administrator's behalf when the administrator is absent.
   4.7. The Contractor shall post the following documents in a public area:
      4.7.1. A copy of the Contractor's policies and procedures relative to the implementation of client rights and responsibilities, including client confidentiality per 42 CFR Part 2; and
      4.7.2. The Contractor's plan for fire safety, evacuation and emergencies identifying the location of, and access to all fire exits.
   4.8. The Contractor or any employee shall not falsify any documentation or provide false or misleading information to the department.
   4.9. The Contractor shall comply with all conditions of warnings and administrative remedies issued by the department, and all court orders.
   4.10. The Contractor shall admit and allow any department representative to inspect the certified premises and all programs and services that are being provided at any time for the purpose of determining compliance with the contract.
   4.11. The Contractor shall:
      4.11.1. Report all critical incidents and sentinel events to the department in accordance with Exhibit A, Section 20.2.3;
      4.11.2. Submit additional information if required by the department; and
      4.11.3. Report the event to other agencies as required by law.
   4.12. The Contractor shall implement policies and procedures for reporting:
      4.12.1. Suspected child abuse, neglect or exploitation, in accordance with RSA 169-C:29-30; and
      4.12.2. Suspected abuse, neglect or exploitation of adults, in accordance with RSA 149-F:49.

Exhibit A-1 Operational Requirements

4.13. The Contractor shall report all positive tuberculosis test results for personnel to the office of disease control in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.

4.14. For residential programs, if the Contractor accepts a client who is known to have a disease reportable under He-P 301 or an infectious disease, which is any disease caused by the growth of microorganisms in the body which might or might not be contagious, the Contractor shall follow the required procedures for the care of the clients, as specified by the United States Centers for Disease Control and Prevention 2007 Guideline for Isolation Precautions, Preventing Transmission of Infectious Agents in Healthcare Settings, June 2007.

4.15. Contractors shall implement state and federal regulations on client confidentiality, including provisions outlined in 42 CFR 2.13, RSA 172:8-a, and RSA 318-B:12;

4.16. A Contractor shall, upon request, provide a client or the client's guardian or agent, if any, with a copy of his or her client record within the confines for 42 CFR Part 2.

4.17. The Contractor shall develop policies and procedures regarding the release of information contained in client records, in accordance with 42 CFR Part 2, the Health Insurance Portability and Accountability Act (HIPAA), and RSA 318-B:10.

4.18. All records required by the contract shall be legible, current, accurate and available to the department during an inspection or investigation conducted in accordance with this contract.

4.19. Any Contractor that maintains electronic records shall develop written policies and procedures designed to protect the privacy of clients and personnel that, at a minimum, include:

4.19.1. Procedures for backing up files to prevent loss of data;

4.19.2. Safeguards for maintaining the confidentiality of information pertaining to clients and staff; and

4.19.3. Systems to prevent tampering with information pertaining to clients and staff.

4.20. The Contractor's service site(s) shall:

4.20.1. Be accessible to a person with a disability using ADA accessibility and barrier free guidelines per 42 U.S.C. 12131 et seq;

4.20.2. Have a reception area separate from living and treatment areas;

4.20.3. Have private space for personal consultation, charting, treatment and social activities, as applicable;

4.20.4. Have secure storage of active and closed confidential client records; and

4.20.5. Have separate and secure storage of toxic substances.

4.21. The Contractor shall establish and monitor a code of ethics for the Contractor and its staff, as well as a mechanism for reporting unethical conduct.

4.22. The Contractor shall maintain specific policies on the following:

4.22.1. Client rights, grievance and appeals policies and procedures;

4.22.2. Progressive discipline, leading to administrative discharge;

4.22.3. Reporting and appealing staff grievances;

4.22.4. Policies on client alcohol and other drug use while in treatment;

4.22.5. Policies on client and employee smoking that are in compliance with Exhibit A, Section 2.11;

4.22.6. Drug-free workplace policy and procedures, including a requirement for the filing of written reports of actions taken in the event of staff misuse of alcohol or other drugs;



Exhibit A-1 Operational Requirements

4.22.7. Policies and procedures for holding a client's possessions;
4.22.8. Secure storage of staff medications;
4.22.9. A client medication policy;
4.22.10. Urine specimen collection, as applicable, that:
4.22.10.1. Ensure that collection is conducted in a manner that preserves client privacy as much as possible; and
4.22.10.2. Minimize falsification;
4.22.11. Safety and emergency procedures on the following:
4.22.11.1. Medical emergencies;
4.22.11.2. Infection control and universal precautions, including the use of protective clothing and devices;
4.22.11.3. Reporting employee injuries;
4.22.11.4. Fire monitoring, warning, evacuation, and safety drill policy and procedures;
4.22.11.5. Emergency closings;
4.22.11.6. Posting of the above safety and emergency procedures.
4.22.12. Procedures for protection of client records that govern use of records, storage, removal, conditions for release of information, and compliance with 42CFR, Part 2 and the Health Insurance Portability and Accountability Act (HIPAA); and
4.22.13. Procedures related to quality assurance and quality improvement.

5. Collection of Fees.
5.1. The Contractor shall maintain procedures regarding collections from client fees, private or public insurance, and other payers responsible for the client's finances; and
5.2. At the time of screening and admission the Contractor shall provide the client, and the client's guardian, agent, or personal representative, with a listing of all known applicable charges and identify what care and services are included in the charge.

6. Client Screening and Denial of Services.
6.1. Contractors shall maintain a record of all client screenings, including:
6.1.1. The client name and/or unique client identifier;
6.1.2. The client referral source;
6.1.3. The date of initial contact from the client or referring agency;
6.1.4. The date of screening;
6.1.5. The result of the screening, including the reason for denial of services if applicable;
6.1.6. For any client who is placed on a waitlist, record of referrals to and coordination with regional access point and interim services or reason that such a referral was not made;
6.1.7. Record of all client contacts between screening and removal from the waitlist; and
6.1.8. Date client was removed from the waitlist and the reason for removal
6.2. For any client who is denied services, the Contractor is responsible for:
6.2.1. Informing the client of the reason for denial;
6.2.2. Assisting the client in identifying and accessing appropriate available treatment;
6.3. The Contractor shall not deny services to a client solely because the client:
6.3.1. Previously left treatment against the advice of staff;
6.3.2. Relapsed from an earlier treatment;



Exhibit A-1 Operational Requirements

6.3.3. Is on any class of medications, including but not limited to opiates or benzodiazepines; or
6.3.4. Has been diagnosed with a mental health disorder.
6.4. The Contractor shall report on 6.1 and 6.2 above at the request of the department.
7. Personnel Requirements.
7.1. The Contractor shall develop a current job description for all staff, including contracted staff, volunteers, and student interns, which shall include:
7.1.1. Job title;
7.1.2. Physical requirements of the position;
7.1.3. Education and experience requirements of the position;
7.1.4. Duties of the position;
7.1.5. Positions supervised; and
7.1.6. Title of immediate supervisor.
7.2. The Contractor shall develop and implement policies regarding criminal background checks of prospective employees, which shall, at a minimum, include:
7.2.1. Requiring a prospective employee to sign a release to allow the Contractor to obtain his or her criminal record;
7.2.2. Requiring the administrator or his or her designee to obtain and review a criminal records check from the New Hampshire department of safety for each prospective employee;
7.2.3. Criminal background standards regarding the following, beyond which shall be reason to not hire a prospective employee in order to ensure the health, safety, or well-being of clients:
7.2.3.1. Felony convictions in this or any other state;
7.2.3.2. Convictions for sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation; and
7.2.3.3. Findings by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation or any person; and
7.2.4. Waiver of 7.2.3 above for good cause shown.
7.3. All staff, including contracted staff, shall:
7.3.1. Meet the educational, experiential, and physical qualifications of the position as listed in their job description;
7.3.2. Not exceed the criminal background standards established by 7.2.3 above, unless waived for good cause shown, in accordance with policy established in 7.2.4 above;
7.3.3. Be licensed, registered or certified as required by state statute and as applicable;
7.3.4. Receive an orientation within the first 3 days of work or prior to direct contact with clients, which includes:
7.3.4.1. The Contractor's code of ethics, including ethical conduct and the reporting of unprofessional conduct;
7.3.4.2. The Contractor's policies on client rights and responsibilities and complaint procedures;
7.3.4.3. Confidentiality requirements as required by Sections 4.15 and 4.19.2 above and Section 17 below;
7.3.4.4. Grievance procedures for both clients and staff as required in Section 4.22.1 and 4.22.3 above and Section 18 below.

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7.3.4.5. The duties and responsibilities and the policies, procedures, and guidelines of the position they were hired for;
7.3.4.6. Topics covered by both the administrative and personnel manuals;
7.3.4.7. The Contractor's infection prevention program;
7.3.4.8. The Contractor's fire, evacuation, and other emergency plans which outline the responsibilities of personnel in an emergency; and
7.3.4.9. Mandatory reporting requirements for abuse or neglect such as those found in RSA 161-F and RSA 169-C:29; and
7.3.5. Sign and date documentation that they have taken part in an orientation as described in 7.3.4 above;
7.3.6. Complete a mandatory annual in-service education, which includes a review of all elements described in 7.3.4 above.
7.4. Prior to having contact with clients, employees and contracted employees shall:
7.4.1. Submit to the Contractor proof of a physical examination or a health screening conducted not more than 12 months prior to employment which shall include at a minimum the following:
7.4.1.1. The name of the examinee;
7.4.1.2. The date of the examination;
7.4.1.3. Whether or not the examinee has a contagious illness or any other illness that would affect the examinee's ability to perform their job duties;
7.4.1.4. Results of a 2-step tuberculosis (TB) test, Mantoux method or other method approved by the Centers for Disease Control (CDC); and
7.4.1.5. The dated signature of the licensed health practitioner;
7.4.2. Be allowed to work while waiting for the results of the second step of the TB test when the results of the first step are negative for TB; and
7.4.3. Comply with the requirements of the Centers for Disease Control Guidelines for Preventing the Transmission of Tuberculosis in Health Facilities Settings, 2005, if the person has either a positive TB test, or has had direct contact or potential for occupational exposure to Mycobacterium tuberculosis through shared air space with persons with infectious tuberculosis.
7.5. Employees, contracted employees, volunteers and independent Contractors who have direct contact with clients who have a history of TB or a positive skin test shall have a symptomatology screen of a TB test.
7.6. The Contractor shall maintain and store in a secure and confidential manner, a current personnel file for each employee, student, volunteer, and contracted staff. A personnel file shall include, at a minimum, the following:
7.6.1. A completed application for employment or a resume, including:
7.6.2. Identification data; and
7.6.3. The education and work experience of the employee;
7.6.4. A copy of the current job description or agreement, signed by the individual, that identifies the:
7.6.4.1. Position title;
7.6.4.2. Qualifications and experience; and
7.6.4.3. Duties required by the position;
7.6.5. Written verification that the person meets the Contractor's qualifications for the assigned job description, such as school transcripts, certifications and licenses as applicable;

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7.6.6. A signed and dated record of orientation as required by 7.3.4 above;
7.6.7. A copy of each current New Hampshire license, registration or certification in health care field and CPR certification, if applicable;
7.6.8. Records of screening for communicable diseases results required in 7.4 above;
7.6.9. Written performance appraisals for each year of employment including description of any corrective actions, supervision, or training determined by the person's supervisor to be necessary;
7.6.10. Documentation of annual in-service education as required by 7.3.6 above;
7.6.11. Information as to the general content and length of all continuing education or educational programs attended;
7.6.12. A signed statement acknowledging the receipt of the Contractor's policy setting forth the client's rights and responsibilities, including confidentiality requirements, and acknowledging training and implementation of the policy.
7.6.13. A statement, which shall be signed at the time the initial offer of employment is made and then annually thereafter, stating that he or she:
7.6.13.1. Does not have a felony conviction in this or any other state;
7.6.13.2. Has not been convicted of a sexual assault, other violent crime, assault, fraud, abuse, neglect or exploitation or pose a threat to the health, safety or well-being of a client; and
7.6.13.3. Has not had a finding by the department or any administrative agency in this or any other state for assault, fraud, abuse, neglect or exploitation of any person; and
7.6.14. Documentation of the criminal records check and any waivers per 7.2 above.
7.7. An individual need not re-disclose any of the matters in 7.6.13 and 7.6.14 above if the documentation is available and the Contractor has previously reviewed the material and granted a waiver so that the individual can continue employment.

8. Clinical Supervision.
8.1. Contractors shall comply with the following clinical supervision requirements for unlicensed counselors:
8.1.1. All unlicensed staff providing treatment, education and/or recovery support services shall be under the direct supervision of a licensed supervisor.
8.1.2. No licensed supervisor shall supervise more than twelve unlicensed staff unless the Department has approved an alternative supervision plan.
8.1.3. Unlicensed counselors shall receive at least one hour of supervision for every 20 hours of direct client contact;
8.1.4. Supervision shall be provided on an individual or group basis, or both, depending upon the employee's need, experience and skill level;
8.1.5. Supervision shall include following techniques:
8.1.5.1. Review of case records;
8.1.5.2. Observation of interactions with clients;
8.1.5.3. Skill development; and
8.1.5.4. Review of case management activities; and
8.1.6. Supervisors shall maintain a log of the supervision date, duration, content and who was supervised by whom;
8.1.7. Individuals licensed or certified shall receive supervision in accordance with the requirement of their licensure.

9. Clinical Services.



Exhibit A-1 Operational Requirements

9.1. Each Contractor shall have and adhere to a clinical care manual which includes policies and procedures related to all clinical services provided.
9.2. All clinical services provided shall:
9.2.1. Focus on the client's strengths;
9.2.2. Be sensitive and relevant to the diversity of the clients being served;
9.2.3. Be client and family centered;
9.2.4. Be trauma informed, which means designed to acknowledge the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment; and
9.3. Upon a client's admission, the Contractor shall conduct a client orientation, either individually or by group, to include the following:
9.3.1. Rules, policies, and procedures of the Contractor, program, and facility;
9.3.2. Requirements for successfully completing the program;
9.3.3. The administrative discharge policy and the grounds for administrative discharge;
9.3.4. All applicable laws regarding confidentiality, including the limits of confidentiality and mandatory reporting requirements; and
9.3.5. Requiring the client to sign a receipt that the orientation was conducted.
9.3.6. Upon a client's admission to treatment, the Contractor shall conduct an HIV/AIDS screening, to include:
9.3.7. The provision of information;
9.3.8. Risk assessment;
9.3.9. Intervention and risk reduction education, and
9.3.10. Referral for testing, if appropriate, within 7 days of admission;
10. Treatment and Rehabilitation.
10.1. A LADC or unlicensed counselor under the supervision of a LADC shall develop and maintain a written treatment plan for each client in accordance with TAP 21: Addiction Counseling Competencies available at http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1 which addresses all ASAM domains.
10.2. Treatment plans shall be developed as follows:
10.2.1. Within 7 days following admission to any residential program; and
10.2.2. No later than the third session of an ambulatory treatment program.
10.3. Individual treatment plans shall contain, at a minimum, the following elements:
10.3.1. Goals, objectives, and interventions written in terms that are specific, measurable, attainable, realistic and timely.
10.3.2. Identifies the recipient's clinical needs, treatment goals, and objectives;
10.3.3. Identifies the client's strengths and resources for achieving goals and objectives in 10.3.1 above;
10.3.4. Defines the strategy for providing services to meet those needs, goals, and objectives;
10.3.5. Identifies referral to outside Contractors for the purpose of achieving a specific goal or objective when the service cannot be delivered by the treatment program;
10.3.6. Provides the criteria for terminating specific interventions; and
10.3.7. Includes specification and description of the indicators to be used to assess the individual's progress.



10.3.8. Documentation of participation by the client in the treatment planning process or the reason why the client did not participate; and
10.3.9. Signatures of the client and the counselor agreeing to the treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.4. Treatment plans shall be updated based on any changes in any American Society of Addiction Medicine Criteria (ASAM) domain and no less frequently than every 4 sessions or every 4 weeks, whichever is less frequent.
10.5. Treatment plan updates shall include:
10.5.1. Documentation of the degree to which the client is meeting treatment plan goals and objectives;
10.5.2. Modification of existing goals or addition of new goals based on changes in the clients functioning relative to ASAM domains and treatment goals and objectives.
10.5.3. The counselor's assessment of whether or not the client needs to move to a different level of care based on changes in functioning in any ASAM domain and documentation of the reasons for this assessment.
10.5.4. The signature of the client and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the client's refusal to sign the treatment plan.
10.6. In addition to the individualized treatment planning in 10.3 above, all Contractors shall provide client education on:
10.6.1. Substance use disorders;
10.6.2. Relapse prevention;
10.6.3. Infectious diseases associated with injection drug use, including but not limited to, HIV, hepatitis, and TB;
10.6.4. Sexually transmitted diseases;
10.6.5. Emotional, physical, and sexual abuse;
10.6.6. Nicotine use disorder and cessation options;
10.6.7. The impact of drug and alcohol use during pregnancy, risks to the fetus, and the importance of informing medical practitioners of drug and alcohol use during pregnancy
10.7. Group education and counseling
10.7.1. The Contractor shall maintain an outline of each educational and group therapy session provided.
10.7.2. All group counseling sessions shall be limited to 12 clients or fewer per counselor.
10.8. Progress notes
10.8.1. A progress note shall be completed for each individual, group, or family treatment or education session.
10.8.2. Each progress note shall contain the following components:
10.8.2.1. Data, including self-report, observations, interventions, current issues/stressors, functional impairment, interpersonal behavior, motivation, and progress, as it relates to the current treatment plan;
10.8.2.2. Assessment, including progress, evaluation of intervention, and obstacles or barriers; and
10.8.2.3. Plan, including tasks to be completed between sessions, objectives for next session, any recommended changes, and date of next session; and

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10.9. Residential programs shall maintain a daily shift change log which documents such things as client behavior and significant events that a subsequent shift should be made aware of.

11. Client Discharge and Transfer.

11.1. A client shall be discharged from a program for the following reasons:

11.1.1. Program completion or transfer based on changes in the client's functioning relative to ASAM criteria;

11.1.2. Program termination, including:

11.1.2.1. Administrative discharge;

11.1.2.2. Non-compliance with the program;

11.1.2.3. The client left the program before completion against advice of treatment staff; and

11.1.3. The client is inaccessible, such as the client has been jailed or hospitalized; and

11.2. In all cases of client discharge or transfer, the counselor shall complete a narrative discharge summary, including, at a minimum:

11.2.1. The dates of admission and discharge or transfer;

11.2.2. The client's psychosocial substance abuse history and legal history;

11.2.3. A summary of the client's progress toward treatment goals in all ASAM domains;

11.2.4. The reason for discharge or transfer;

11.2.5. The client's DSM 5 diagnosis and summary, to include other assessment testing completed during treatment;

11.2.6. A summary of the client's physical condition at the time of discharge or transfer;

11.2.7. A continuing care plan, including all ASAM domains;

11.2.8. A determination as to whether the client would be eligible for re-admission to treatment, if applicable; and

11.2.9. The dated signature of the counselor completing the summary.

11.3. The discharge summary shall be completed:

11.3.1. No later than 7 days following a client's discharge or transfer from the program; or

11.3.2. For withdrawal management services, by the end of the next business day following a client's discharge or transfer from the program.

11.4. When transferring a client, either from one level of care to another within the same certified Contractor agency or to another treatment Contractor, the counselor shall:

11.4.1. Complete a progress note on the client's treatment and progress towards treatment goals, to be included in the client's record; and

11.4.2. Update the client assessment and treatment plan.

11.5. When transferring a client to another treatment Contractor, the current Contractor shall forward copies of the following information to the receiving Contractor, only after a release of confidential information is signed by the client:

11.5.1. The discharge summary;

11.5.2. Client demographic information, including the client's name, date of birth, address, telephone number, and the last 4 digits of his or her Social Security number; and

11.5.3. A diagnostic assessment statement and other assessment information, including:

11.5.3.1. TB test results;

11.5.3.2. A record of the client's treatment history; and



11.5.3.3. Documentation of any court-mandated or agency-recommended follow-up treatment.

11.6. The counselor shall meet with the client at the time of discharge or transfer to establish a continuing care plan that:

11.6.1. Includes recommendations for continuing care in all ASAM domains;

11.6.2. Addresses the use of self-help groups including, when indicated, facilitated self-help; and

11.6.3. Assists the client in making contact with other agencies or services.

11.7. The counselor shall document in the client record if and why the meeting in Section 11.6 above could not take place.

11.8. A Contractor may administratively discharge a client from a program only if:

11.8.1. The client's behavior on program premises is abusive, violent, or illegal;

11.8.2. The client is non-compliant with prescription medications;

11.8.3. Clinical staff documents therapeutic reasons for discharge, which may include the client's continued use of illicit drugs or an unwillingness to follow appropriate clinical interventions; or

11.8.4. The client violates program rules in a manner that is consistent with the Contractor's progressive discipline policy.

12. Client Record System.

12.1. Each Contractor shall have policies and procedures to implement a comprehensive client record system, in either paper form or electronic form, or both, that complies with this section.

The client record of each client served shall communicate information in a manner that is:

12.1.1. Organized into related sections with entries in chronological order;

12.1.2. Easy to read and understand;

12.1.3. Complete, containing all the parts; and

12.1.4. Up-to-date, including notes of most recent contacts.

12.2. The client record shall include, at a minimum, the following components, organized as follows:

12.2.1. First section, Intake/Initial Information:

12.2.1.1. Identification data, including the client's:

12.2.1.1.1. Name;

12.2.1.1.2. Date of birth;

12.2.1.1.3. Address;

12.2.1.1.4. Telephone number; and

12.2.1.1.5. The last 4 digits of the client's Social Security number;

12.2.1.2. The date of admission;

12.2.1.3. If either of these have been appointed for the client, the name and address of:

12.2.1.3.1. The guardian; and

12.2.1.3.2. The representative payee;

12.2.1.4. The name, address, and telephone number of the person to contact in the event of an emergency;

12.2.1.5. Contact information for the person or entity referring the client for services, as applicable;

12.2.1.6. The name, address, and telephone number of the primary health care Contractor;



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12.2.1.7. The name, address, and telephone number of the behavioral health care Contractor, if applicable;
12.2.1.8. The name and address of the client's public or private health insurance Contractor(s), or both;
12.2.1.9. The client's religious preference, if any;
12.2.1.10. The client's personal health history;
12.2.1.11. The client's mental health history;
12.2.1.12. Current medications;
12.2.1.13. Records and reports prepared prior to the client's current admission and determined by the counselor to be relevant; and
12.2.1.14. Signed receipt of notification of client rights;
12.2.2. Second section, Screening/Assessment/Evaluation:
12.2.2.1. Documentation of all elements of screening, assessment and evaluation required by Exhibit A, Sections 6 and 10.2;
12.2.3. Third section, Treatment Planning:
12.2.3.1. The individual treatment plan, updated at designated intervals in accordance with Sections 10.2 – 10.5 above; and
12.2.3.2. Signed and dated progress notes and reports from all programs involved, as required by Section 10.8 above;
12.2.4. Fourth section, Discharge Planning:
12.2.4.1. A narrative discharge summary, as required by Sections 11.2 and 11.3 above;
12.2.5. Fifth section, Releases of Information/Miscellaneous:
12.2.5.1. Release of information forms compliant with 42 CFR, Part 2;
12.2.5.2. Any correspondence pertinent to the client; and
12.2.5.3. Any other information the Contractor deems significant.
12.3. If the Contractor utilizes a paper format client record system, then the sections in Section 12.3 above shall be tabbed sections.
12.4. If the Contractor utilizes an electronic format, the sections in Section 12.3 above shall not apply provided that all information listed in Section 12.3 above is included in the electronic record.
12.5. All client records maintained by the Contractor or its sub-Contractors, including paper files, facsimile transmissions, or electronic data transfers, shall be strictly confidential.
12.6. All confidential information shall be maintained within a secure storage system at all times as follows:
12.6.1. Paper records and external electronic storage media shall be kept in locked file cabinets;
12.6.2. All electronic files shall be password protected; and
12.6.3. All confidential notes or other materials that do not require storage shall be shredded immediately after use.
12.6.4. Contractors shall retain client records after the discharge or transfer of the client, as follows:
12.6.4.1. For a minimum of 7 years for an adult; and
12.6.4.2. For a minimum of 7 years after age of majority for children.
12.7. In the event of a program closure, the Contractor closing its treatment program shall arrange for the continued management of all client records. The closing Contractor



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shall notify the department in writing of the address where records will be stored and specify the person managing the records.

12.8. The closing Contractor shall arrange for storage of each record through one or more of the following measures:

12.8.1. Continue to manage the records and give written assurance to the department that it will respond to authorized requests for copies of client records within 10 working days;

12.8.2. Transfer records of clients who have given written consent to another Contractor; or

12.8.3. Enter into a limited service organization agreement with another Contractor to store and manage records.

13. Medication Services.

13.1. No administration of medications, including physician samples, shall occur except by a licensed medical practitioner working within their scope of practice.

13.2. All prescription medications brought by a client to program shall be in their original containers and legibly display the following information:

13.2.1. The client's name;

13.2.2. The medication name and strength;

13.2.3. The prescribed dose;

13.2.4. The route of administration;

13.2.5. The frequency of administration; and

13.2.6. The date ordered.

13.3. Any change or discontinuation of prescription medications shall require a written order from a licensed practitioner.

13.4. All prescription medications, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be kept on the client's person or stored in the client's room, shall be stored as follows:

13.4.1. All medications shall be kept in a storage area that is:

13.4.1.1. Locked and accessible only to authorized personnel;

13.4.1.2. Organized to allow correct identification of each client's medication(s);

13.4.1.3. Illuminated in a manner sufficient to allow reading of all medication labels; and

13.4.1.4. Equipped to maintain medication at the proper temperature;

13.4.2. Schedule II controlled substances, as defined by RSA 318-B:1-b, shall be kept in a separately locked compartment within the locked medication storage area and accessible only to authorized personnel; and

13.4.3. Topical liquids, ointments, patches, creams and powder forms of products shall be stored in a manner such that cross-contamination with oral, optic, ophthalmic, and parenteral products shall not occur.

13.5. Medication belonging to personnel shall not be accessible to clients, nor stored with client medication.

13.6. Over-the-counter (OTC) medications shall be handled in the following manner:

13.6.1. Only original, unopened containers of OTC medications shall be allowed to be brought into the program;

13.6.2. OTC medication shall be stored in accordance with Section 13.4 above.



13.6.3. OTC medication containers shall be marked with the name of the client using the medication and taken in accordance with the directions on the medication container or as ordered by a licensed practitioner;

13.7. All medications self-administered by a client, with the exception of nitroglycerin, epi-pens, and rescue inhalers, which may be taken by the client without supervision, shall be supervised by the program staff, as follows:

13.7.1. Staff shall remind the client to take the correct dose of his or her medication at the correct time;

13.7.2. Staff may open the medication container but shall not be permitted to physically handle the medication itself in any manner;

13.7.3. Staff shall remain with the client to observe them taking the prescribed dose and type of medication;

13.8. For each medication taken, staff shall document in an individual client medication log the following:

13.8.1. The medication name, strength, dose, frequency and route of administration;

13.8.2. The date and the time the medication was taken;

13.8.3. The signature or identifiable initials of the person supervising the taking of said medication; and

13.8.4. The reason for any medication refused or omitted.

13.9. Upon a client's discharge:

13.9.1. The client medication log in Section 13.8 above shall be included in the client's record; and

13.9.2. The client shall be given any remaining medication to take with him or her

14. Notice of Client Rights

14.1. Programs shall inform clients of their rights under these rules in clear, understandable language and form, both verbally and in writing as follows:

14.1.1. Applicants for services shall be informed of their rights to evaluations and access to treatment;

14.1.2. Clients shall be advised of their rights upon entry into any program and at least once a year after entry;

14.1.3. Initial and annual notifications of client rights in Section 14 above shall be documented in the client's record; and

14.2. Every program within the service delivery system shall post notice of the rights, as follows:

14.2.1. The notice shall be posted continuously and conspicuously;

14.2.2. The notice shall be presented in clear, understandable language and form; and

14.2.3. Each program and residence shall have on the premises complete copies of rules pertaining to client rights that are available for client review.

15. Fundamental Rights.

15.1. No person receiving treatment for a substance use disorder shall be deprived of any legal right to which all citizens are entitled solely by reason of that person's admission to the treatment services system.

16. Personal Rights.

16.1. Persons who are applicants for services or clients in the service delivery system shall be treated by program staff with dignity and respect at all times.

16.2. Clients shall be free from abuse, neglect and exploitation including, at a minimum, the following:



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16.2.1. Freedom from any verbal, non-verbal, mental, physical, or sexual abuse or neglect;
16.2.2. Freedom from the intentional use of physical force except the minimum force necessary to prevent harm to the client or others; and
16.2.3. Freedom from personal or financial exploitation.
16.3. Clients shall have the right to privacy.
17. Client Confidentiality
17.1. All Contractors shall adhere to the confidentiality requirements in 42 CFR part 2.
17.2. In cases where a client, attorney or other authorized person, after review of the record, requests copies of the record, a program shall make such copies available free of charge for the first 25 pages and not more than 25 cents per page thereafter.
17.3. If a minor age 12 or older is treated for drug abuse without parental consent as authorized by RSA 318:B12-a, the following shall apply:
17.3.1. The minor's signature alone shall authorize a disclosure; and
17.3.2. Any disclosure to the minor's parents or guardians shall require a signed authorization to release.
18. Client Grievances
18.1. Clients shall have the right to complain about any matter, including any alleged violation of a right afforded by these rules or by any state or federal law or rule.
18.2. Any person shall have the right to complain or bring a grievance on behalf of an individual client or a group of clients.
18.3. The rules governing procedures for protection of client rights found at He-C 200 shall apply to such complaints and grievances.
19. Treatment Rights.
19.1. Each client shall have the right to adequate and humane treatment, including:
19.1.1. The right of access to treatment including:
19.1.1.1. The right to evaluation to determine an applicant's need for services and to determine which programs are most suited to provide the services needed;
19.1.1.2. The right to provision of necessary services when those services are available, subject to the admission and eligibility policies and standards of each program; and
19.1.2. The right to quality treatment including:
19.1.2.1. Services provided in keeping with evidence-based clinical and professional standards applicable to the persons and programs providing the treatment and to the conditions for which the client is being treated;
19.1.3. The right to receive services in such a manner as to promote the client's full participation in the community;
19.1.4. The right to receive all services or treatment to which a person is entitled in accordance with the time frame set forth in the client's individual treatment plan;
19.1.5. The right to an individual treatment plan developed, reviewed and revised in accordance with Sections 10.1 – 10.5 above which addresses the client's own goals;
19.1.6. The right to receive treatment and services contained in an individual treatment plan designed to provide opportunities for the client to participate in meaningful activities in the communities in which the client lives and works;

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19.1.7. The right to service and treatment in the least restrictive alternative or environment necessary to achieve the purposes of treatment including programs which least restrict:
- 19.1.7.1. Freedom of movement; and
- 19.1.7.2. Participation in the community, while providing the level of support needed by the client;

19.1.8. The right to be informed of all significant risks, benefits, side effects and alternative treatment and services and to give consent to any treatment, placement or referral following an informed decision such that:
- 19.1.8.1. Whenever possible, the consent shall be given in writing; and
- 19.1.8.2. In all other cases, evidence of consent shall be documented by the program and shall be witnessed by at least one person;

19.1.9. The right to refuse to participate in any form of experimental treatment or research;

19.1.10. The right to be fully informed of one's own diagnosis and prognosis;

19.1.11. The right to voluntary placement including the right to:
- 19.1.11.1. Seek changes in placement, services or treatment at any time; and
- 19.1.11.2. Withdraw from any form of voluntary treatment or from the service delivery system;

19.1.12. The right to services which promote independence including services directed toward:
- 19.1.12.1. Eliminating, or reducing as much as possible, the client's needs for continued services and treatment; and
- 19.1.12.2. Promoting the ability of the clients to function at their highest capacity and as independently as possible;

19.1.13. The right to refuse medication and treatment;

19.1.14. The right to referral for medical care and treatment including, if needed, assistance in finding such care in a timely manner;

19.1.15. The right to consultation and second opinion including:
- 19.1.15.1. At the client's own expense, the consultative services of:
  - 19.1.15.1.1. Private physicians;
  - 19.1.15.1.2. Psychologists;
  - 19.1.15.1.3. Licensed drug and alcohol counselors; and
  - 19.1.15.1.4. Other health practitioners; and
- 19.1.15.2. Granting to such health practitioners reasonable access to the client, as required by Section 19.1.15, in programs and allowing such practitioners to make recommendations to programs regarding the services and treatment provided by the programs;

19.1.16. The right, upon request, to have one or more of the following present at any treatment meeting requiring client participation and informed decision-making:
- 19.1.16.1. Guardian;
- 19.1.16.2. Representative;
- 19.1.16.3. Attorney;
- 19.1.16.4. Family member;
- 19.1.16.5. Advocate; or
- 19.1.16.6. Consultant; and

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19.1.17. The right to freedom from restraint including the right to be free from seclusion and physical, mechanical or pharmacological restraint.

19.2. No treatment professional shall be required to administer treatment contrary to such professional's clinical judgment.

19.3. Programs shall, whenever possible, maximize the decision-making authority of the client.

19.4. In furtherance of Section 19.3 above, the following provisions shall apply to clients for whom a guardian has been appointed by a court of competent jurisdiction:

19.4.1. The program shall ensure that in the course of service provision, the guardian and all persons involved in the provision of service are made aware of the client's views, preferences and aspirations;

19.4.2. A guardian shall only make decisions that are within the scope of the powers set forth in the guardianship order issued by the court;

19.4.3. The program shall request a copy of the guardianship order from the guardian and the order shall be kept in the client's record at the program;

19.4.4. If any issues arise relative to the provision of services and supports which are outside the scope of the guardian's decision-making authority as set forth in the guardianship order, the client's choice and preference relative to those issues shall prevail unless the guardian's authority is expanded by the court to include those issues;

19.4.5. A program shall take such steps as are necessary to prevent a guardian from exceeding the decision-making authority granted by the court including:

19.4.5.1. Reviewing with the guardian the limits on his or her decision-making authority; and

19.4.5.2. If necessary, bringing the matter to the attention of the court that appointed the guardian;

19.4.6. The guardian shall act in a manner that furthers the best interests of the client;

19.4.7. In acting in the best interests of the client, the guardian shall take into consideration the views, preferences and aspirations of the client;

19.4.8. The program shall take such steps as are necessary to prevent a guardian from acting in a manner that does not further the best interests of the client and, if necessary, bring the matter to the attention of the court that appointed the guardian; and

19.4.9. In the event that there is a dispute between the program and the guardian, the program shall inform the guardian of his or her right to bring the dispute to the attention of the probate court that appointed the guardian.

20. Termination of Services.

20.1. A client shall be terminated from a Contractor's service if the client:

20.1.1. Endangers or threatens to endanger other clients or staff, or engages in illegal activity on the property of the program;

20.1.2. Is no longer benefiting from the service(s) he or she is receiving;

20.1.3. Cannot agree with the program on a mutually acceptable course of treatment;

20.1.4. Refuses to pay for the services that he or she is receiving despite having the financial resources to do so; or

20.1.5. Refuses to apply for benefits that could cover the cost of the services that he or she is receiving despite the fact that the client is or might be eligible for such benefits.



Exhibit A-1 Operational Requirements

20.2. A termination from a Contractor's services shall not occur unless the program has given both written and verbal notice to the client and client's guardian, if any, that:
- 20.2.1. Give the effective date of termination;
- 20.2.2. List the clinical or management reasons for termination; and
- 20.2.3. Explain the rights to appeal and the appeal process pursuant to He-C 200.

20.3. A Contractor shall document in the record of a client who has been terminated that:
- 20.3.1. The client has been notified of the termination; and
- 20.3.2. The termination has been approved by the program director.

21. Client Rights in Residential Programs.

21.1. In addition to the foregoing rights, clients of residential programs shall also have the following rights:
- 21.1.1. The right to a safe, sanitary and humane living environment;
- 21.1.2. The right to privately communicate with others, including:
  - 21.1.2.1. The right to send and receive unopened and uncensored correspondence;
  - 21.1.2.2. The right to have reasonable access to telephones and to be allowed to make and to receive reasonable numbers of telephone calls except that residential programs may require a client to reimburse them for the cost of any calls made by the client;
  - 21.1.2.3. The right to receive and to refuse to receive visitors except that residential programs may impose reasonable restrictions on the number and time of visits in order to ensure effective provision of services; and
- 21.1.3. The right to engage in social and recreational activities including the provision of regular opportunities for clients to engage in such activities;
- 21.1.4. The right to privacy, including the following:
  - 21.1.4.1. The right to courtesies such as knocking on closed doors before entering and ensuring privacy for telephone calls and visits;
  - 21.1.4.2. The right to opportunities for personal interaction in a private setting except that any conduct or activity which is illegal shall be prohibited; and
  - 21.1.4.3. The right to be free from searches of their persons and possessions except in accordance with applicable constitutional and legal standards;
- 21.1.5. The right to individual choice, including the following:
  - 21.1.5.1. The right to keep and wear their own clothes;
  - 21.1.5.2. The right to space for personal possessions;
  - 21.1.5.3. The right to keep and to read materials of their own choosing;
  - 21.1.5.4. The right to keep and spend their own money; and
  - 21.1.5.5. The right not to work and to be compensated for any work performed, except that:
    - 21.1.5.5.1. Clients may be required to perform personal housekeeping tasks within the client's own immediate living area and equitably share housekeeping tasks within the common areas of the residence, without compensation; and
    - 21.1.5.5.2. Clients may perform vocational learning tasks or work required for the operation or maintenance of a residential program, if the work is consistent with their individual treatment plans and the client is compensated for work performed; and
- 21.1.6. The right to be reimbursed for the loss of any money held in safekeeping by the residence.



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21.2. Nothing in Section 21 shall prevent a residence from having policies governing the behavior of the residents.
21.3. Clients shall be informed of any house policies upon admission to the residence.
21.4. House policies shall be posted and such policies shall be in conformity with this section.
21.5. House policies shall be periodically reviewed for compliance with this section in connection with quality assurance site visits.
21.6. Notwithstanding Section 21.1.4.3 above, Contractors may develop policies and procedures that allow searches for alcohol and illicit drugs be conducted:
21.6.1. Upon the client's admission to the program; and
21.6.2. If probable cause exists, including such proof as:
21.6.2.1. A positive test showing presence of alcohol or illegal drugs; or
21.6.2.2. Showing physical signs of intoxication or withdrawal.

22. State and Federal Requirements
22.1. If there is any error, omission, or conflict in the requirements listed below, the applicable Federal, State, and Local regulations, rules and requirements shall control. The requirements specified below are provided herein to increase the Contractor's compliance.
22.2. The Contractor agrees to the following state and/or federal requirements for Program requirements for specialty treatment for pregnant and parenting women:
21.2.1. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.2. The program treats the family as a unit and, therefore, admits both women and their children into treatment, if appropriate.
21.2.3. The program provides or arranges for primary medical care for women who are receiving substance abuse services, including prenatal care.
21.2.4. The program provides or arranges for child care with the women are receiving services.
21.2.5. The program provides or arranges for primary pediatric care for the women's children, including immunizations.
21.2.6. The program provides or arranges for gender-specific substance abuse treatment and other therapeutic interventions for women that may address issues of relationships, sexual abuse, physical abuse, and parenting.
21.2.7. The program provides or arranges for therapeutic interventions for children in custody of women in treatment which may, among other things, address the children's developmental needs and their issues of sexual abuse, physical abuse, and neglect.
21.2.8. The program provides or arranges for sufficient case management and transportation services to ensure that the women and their children have access to the services described above.

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22.3. Arrange for means activities to assist the client in finding and engaging in a service, which may include, but is not limited to helping the client to locate an appropriate provider, referring clients to the needed service provider, setting up appointments for clients with those providers, and assisting the client with attending appointments with the service provider.

22.4. The Contractor agrees to the following state and federal requirements for all programs in this Contract as follows:

22.4.1. Within 7 days of reaching 90% of capacity, the program notifies the state that 90% capacity has been reached.

22.4.2. The program admits each individual who requests and is in need of treatment for intravenous drug abuse not later than:

22.4.2.1. 14 days after making the request; or

22.4.2.2. 120 days if the program has no capacity to admit the individual on the date of the request and, within 48 hours after the request, the program makes interim services available until the individual is admitted to a substance abuse treatment program

22.4.3. The program offers interim services that include, at a minimum, the following:

22.4.3.1. Counseling and education about HIV and Tuberculosis (TB), the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and TB transmission does not occur

22.4.3.2. Referral for HIV or TB treatment services, if necessary

22.4.3.3. Individual and/or group counseling on the effects of alcohol and other drug use on the fetus for pregnant women and referrals for prenatal care for pregnant women

22.4.4. The program has established a waiting list that includes a unique patient identifier for each injecting drug abuser seeking treatment, including patients receiving interim services while awaiting admission.

22.4.5. The program has a mechanism that enables it to:

22.4.5.1. Maintain contact with individuals awaiting admission

22.4.5.2. Admit or transfer waiting list clients at the earliest possible time to an appropriate treatment program within a service area that is reasonable to the client.

22.4.5.3. The program takes clients awaiting treatment off the waiting list only when one of the following conditions exist:

22.4.5.3.1. Such persons cannot be located for admission into treatment

or

22.4.5.3.2. Such persons refuse treatment

22.4.6. The program carries out activities to encourage individuals in need of treatment services to undergo treatment by using scientifically sound outreach models such as those outlined below or, if no such models are applicable to the local situation, another approach which can reasonably be expected to be an effective outreach method.

22.4.7. The program has procedures for:

22.4.7.1. Selecting, training, and supervising outreach workers.



Exhibit A-1 Operational Requirements

22.4.7.2. Contacting, communicating, and following up with high-risk substance abusers, their associates, and neighborhood residents within the constraints of Federal and State confidentiality requirements.

22.4.7.3. Promoting awareness among injecting drug abusers about the relationship between injecting drug abuse and communicable diseases such as HIV.

22.4.7.4. Recommending steps that can be taken to ensure that HIV transmission does not occur.

22.4.8. The program directly, or through arrangements with other public or non-profit private entities, routinely makes available the following TB services to each individual receiving treatment for substance abuse:

22.4.8.1. Counseling the individual with respect to TB.

22.4.8.2. Testing to determine whether the individual has been infected with mycobacteria TB to determine the appropriate form of treatment for the individual.

22.4.8.3. Providing for or referring the individuals infected by mycobacteria TB appropriate medical evaluation and treatment.

22.4.9. For clients denied admission to the program on the basis of lack of capacity, the program refers such clients to other providers of TB services.

22.4.10. The program has implemented the infection control procedures that are consistent with those established by the Department to prevent the transmission of TB and that address the following:

22.4.10.1. Screening patients and identification of those individuals who are at high risk of becoming infected.

22.4.10.2. Meeting all State reporting requirements while adhering to Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.10.3. Case management activities to ensure that individuals receive such services.

22.4.10.4. The program reports all individuals with active TB as required by State law and in accordance with Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.11. The program gives preference in admission to pregnant women who seek or are referred for and would benefit from Block Grant funded treatment services. Further, the program gives preference to clients in the following order:

22.4.11.1. To pregnant and injecting drug users first.

22.4.11.2. To other pregnant substance users second.

22.4.11.3. To other injecting drug users third.

22.4.11.4. To all other individuals fourth.

22.4.12. The program refers all pregnant women to the State when the program has insufficient capacity to provide services to any such pregnant women who seek the services of the program.

22.4.13. The program makes available interim services within 48 hours to pregnant women who cannot be admitted because of lack of capacity.

22.4.14. The program makes continuing education in treatment services available to employees who provide the services.

22.4.15. The program has in effect a system to protect patient records from inappropriate disclosure, and the system:



Exhibit A-1 Operational Requirements

22.4.15.1. Is in compliance with all Federal and State confidentiality requirements, including 42 CFR part 2.

22.4.15.2. Includes provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosure.

22.4.16. The program does not expend SAPT Block Grant funds to provide inpatient hospital substance abuse services, except in cases when each of the following conditions is met:

22.4.16.1. The individual cannot be effectively treated in a community-based, non-hospital, residential program.

22.4.16.2. The daily rate of payment provided to the hospital for providing the services does not exceed the comparable daily rate provided by a community-based, non-hospital, residential program.

22.4.16.3. A physician makes a determination that the following conditions have been met:

22.4.16.3.1. The primary diagnosis of the individual is substance abuse and the physician certifies that fact.

22.4.16.3.2. The individual cannot be safely treated in a community-based, non-hospital, residential program.

22.4.16.3.3. The service can be reasonably expected to improve the person's condition or level of functioning.

22.4.16.3.4. The hospital-based substance abuse program follows national standards of substance abuse professional practice.

22.4.16.3.5. The service is provided only to the extent that it is medically necessary (e.g., only for those days that the patient cannot be safely treated in community-based, non-hospital, residential program.)

22.4.17. The program does not expend Substance Abuse Prevention and Treatment (SAPT) Block Grant funds to purchase or improve land; purchase, construct, or permanently improve (other than minor remodeling) any building or other facility; or purchase major medical equipment.

22.4.18. The program does not expend SAPT Block Grant funds to satisfy and requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds.

22.4.19. The program does not expend SAPT Block Grant funds to provide financial assistance to any entity other than a public or nonprofit private entity.

22.4.20. The program does not expend SAPT Block Grant funds to make payments to intended recipients of health services.

22.4.21. The program does not expend SAPT Block Grant funds to provide individuals with hypodermic needles or syringes.

22.4.22. The program does not expend SAPT Block Grant funds to provide treatment services in penal or corrections institutions of the State.

Exhibit A-1 Operational Requirements

22.4.23. The program uses the Block Grant as the "payment of last resort" for services for pregnant women and women with dependent children, TB services, and HIV services and, therefore, makes every reasonable effort to do the following:

22.4.23.1. Collect reimbursement for the costs of providing such services to persons entitled to insurance benefits under the Social Security Act, including programs under title XVIII and title XIX; any State compensation program, any other public assistance program for medical expenses, any grant program, any private health insurance, or any other benefit program.

22.4.23.2. Secure from patients of clients payments for services in accordance with their ability to pay.

22.4.24. The Contractor shall comply with all relevant state and federal laws such as but not limited to:

22.4.24.1. The Contractor shall, upon the direction of the State, provide court-ordered evaluation and a sliding fee scale (in Exhibit B) shall apply and submission of the court-ordered evaluation and shall, upon the direction of the State, offer treatment to those individuals.

22.4.24.2. The Contractor shall comply with the legal requirements governing human subject's research when considering research, including research conducted by student interns, using individuals served by this contract as subjects. Contractors must inform and receive the Department's approval prior to initiating any research involving subjects or participants related to this contract. The Department reserves the right, at its sole discretion, to reject any such human subject research requests.

22.4.24.3. Contractors shall comply with the Department's Sentinel Event Reporting Policy.

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This Agreement is funded by:
   2.1. New Hampshire General Funds;
   2.2. Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment, and Recovery Funds;
   2.3. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959); and
   2.4. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with the federal funding requirements.

3. Non Reimbursement for Services
   3.1. The State will not reimburse the Contractor for services provided through this contract when a client has or may have an alternative payer for services described the Exhibit A, Scope of Work, such as but not limited to:
      3.1.1. Services covered by any New Hampshire Medicaid programs for clients who are eligible for New Hampshire Medicaid
      3.1.2. Services covered by Medicare for clients who are eligible for Medicare
      3.1.3. Services covered by the client's private insurer(s) at a rate greater than the Contract Rate in Exhibit B-1 Service Fee Table set by the Department.
   3.2. Notwithstanding Section 3.1 above, the Contractor may seek reimbursement from the State for services provided under this contract when a client needs a service that is not covered by the payers listed in Section 3.1.

4. The Contractor shall bill and seek reimbursement for actual services delivered by fee for services in Exhibit B-1 Service Fee Table, unless otherwise stated.
   4.1. The Contractor agrees the fees for services are all-inclusive contract rates to deliver the services (except for Clinical Evaluation which is an

activity that is billed for separately) and are the maximum allowable charge in calculating the amount to charge the Department for services delivered as part of this Agreement (See Section 5 below).

5. Calculating the Amount to Charge the Department Applicable to All Services in Exhibit B-1 Service Fee Table.

5.1. The Contractor shall:

5.1.1. Directly bill and receive payment for services and/or transportation provided under this contract from public and private insurance plans, the clients, and the Department

5.1.2. Assure a billing and payment system that enables expedited processing to the greatest degree possible in order to not delay a client's admittance into the program and to immediately refund any overpayments.

5.1.3. Maintain an accurate accounting and records for all services billed, payments received and overpayments (if any) refunded.

5.2. The Contractor shall determine and charge accordingly for services provided to an eligible client under this contract, as follows:

5.2.1. First: Charge the client's private insurance up to the Contract Rate, in Exhibit B-1, when the insurers' rates meet or are lower than the Contract Rate in Exhibit B-1.

5.2.2. Second: Charge the client according to Exhibit B, Section 6, Sliding Fee Scale, when the Contractor determines or anticipates that the private insurer will not remit payment for the full amount of the Contract Rate in Exhibit B-1.

5.2.3. Third: If, any portion of the Contract Rate in Exhibit B-1 remains unpaid, after the Contractor charges the client's insurer (if applicable) and the client, the Contractor shall charge the Department the balance (the Contract Rate in Exhibit B-1, Service Fee Table less the amount paid by private insurer and the amount paid by the client).

5.3. The Contractor agrees the amount charged to the client shall not exceed the Contract Rate in Exhibit B-1, Service Fee Table multiplied by the corresponding percentage stated in Exhibit B, Section 6 Sliding Fee Scale for the client's applicable income level.

5.4. The Contractor will assist clients who are unable to secure financial resources necessary for initial entry into the program by developing payment plans.

5.5. The Contractor shall not deny; delay or discontinue services for enrolled clients who do not pay their fees in Section 5.2.2 above, until after working with the client as in Section 5.4 above, and only when the client fails to pay their fees within thirty (30) days after being informed in writing and counseled regarding financial responsibility and possible sanctions including discharge from treatment.

5.6. The Contractor will provide to clients, upon request, copies of their financial accounts.

5.7. The Contractor shall not charge the combination of the public or private insurer, the client and the Department an amount greater than the Contract Rate in Exhibit B-1.,

5.8. In the event of an overpayment wherein the combination of all payments received by the Contractor for a given service exceeds the Contract Rate stated in Exhibit B-1, Service Fee Table, the Contractor shall refund the parties in the reverse order, unless the overpayment was due to insurer, client or Departmental error.

5.9. In instances of payer error, the Contractor shall refund the party who erred, and adjust the charges to the other parties, according to a correct application of the Sliding Fee Schedule.

5.10. In the event of overpayment as a result of billing the Department under this contract when a third party payer would have covered the service, the Contractor must repay the state in an amount and within a timeframe agreed upon between the Contractor and the Department upon identifying the error.

6. Sliding Fee Scale

6.1. The Contractor shall apply the sliding fee scale in accordance with Exhibit B Section 5 above.

6.2. The Contractor shall adhere to the sliding fee scale as follows:

Percentage of Client's Income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
0%-138%	0%

Percentage of Client's income of the Federal Poverty Level (FPL)	Percentage of Contract Rate in Exhibit B-1 to Charge the Client
139% - 149%	8%
150% - 199%	12%
200% - 249%	25%
250% - 299%	40%
300% - 349%	57%
350% - 399%	77%

6.3. The Contractor shall not deny a minor child (under the age of 18) services because of the parent's unwillingness to pay the fee or the minor child's decision to receive confidential services pursuant to RSA 318-B:12-a.

7. Submitting Charges for Payment

7.1. The Contractor shall submit billing through the Website Information Technology System (WITS) for services listed in Exhibit B-1 Service Fee Table. The Contractor shall:

7.1.1. Enter encounter note(s) into WITS no later than three (3) days after the date the service was provided to the client

7.1.2. Review the encounter notes no later than twenty (20) days following the last day of the billing month, and notify the Department that encounter notes are ready for review.

7.1.3. Correct errors, if any, in the encounter notes as identified by the Department no later than seven (7) days after being notified of the errors and notify the Department the notes have been corrected and are ready for review.

7.1.4. Batch and transmit the encounter notes upon Department approval for the billing month.

7.1.5. Submit separate batches for each billing month.

7.2. The Contractor agrees that billing submitted for review after sixty (60) days of the last day of the billing month may be subject to non-payment.

7.3. To the extent possible, the Contractor shall bill for services provided under this contract through WITS. For any services that are unable to be billed through WITS, the contractor shall work with the Department to develop an alternative process for submitting invoices.

8. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

9. Funds in this contract may not be used to replace funding for a program already funded from another source.

10. The Contractor will keep detailed records of their activities related to Department funded programs and services.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

13. Limitations and restrictions of federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds:

13.1. The Contractor agrees to use the SAPT funds as the payment of last resort.

13.2. The Contractor agrees to the following funding restrictions on SAPT Block Grant expenditures to:

13.2.1. Make cash payments to intended recipients of substance abuse services.

13.2.2. Expend more than the amount of Block Grant funds expended in Federal Fiscal Year 1991 for treatment services provided in penal or correctional institutions of the State.

13.2.3. Use any federal funds provided under this contract for the purpose of conducting testing for the etiologic agent for Human Immunodeficiency Virus (HIV) unless such testing is accompanied by appropriate pre and post-test counseling.

13.2.4. Use any federal funds provided under this contract for the purpose of conducting any form of needle exchange, free needle programs or the distribution of bleach for the cleaning of needles for intravenous drug abusers.

13.3. The Contractor agrees to the Charitable Choice federal statutory provisions as follows:

Federal Charitable Choice statutory provisions ensure that religious organizations are able to equally compete for Federal substance abuse funding administered by SAMHSA, without impairing the religious character of such organizations and without diminishing the religious freedom of SAMHSA beneficiaries (see 42 USC 300x-65 and 42 CFR Part 54 and Part 54a, 45 CFR Part 96, Charitable Choice Provisions and Regulations). Charitable Choice statutory provisions of the Public Health Service Act enacted by Congress in 2000 are applicable to the SAPT Block Grant program. No funds provided directly from SAMHSA or the relevant State or local government to organizations participating in applicable programs may be expended for inherently religious activities, such as worship, religious instruction, or proselytization. If an organization conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds directly from SAMHSA or the relevant State or local government under any applicable program, and participation must be voluntary for the program beneficiaries.

Service Fee Table

1. The Contract Rates in the Table A are the maximum allowable charge used in the Methods for Charging for Services under this Contract in Exhibit B.

Table A

Service	Contract Rate: Maximum Allowable Charge	Unit
Clinical Evaluation	$275.00	Per evaluation
Individual Outpatient	$22.00	15 min
Group Outpatient	$8.60	15 min

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. Renewal: The Department reserves the right to extend the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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)

251 Elm Street, Unit 3
Claremont, NH 03743

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

Contractor Name:

6-5-18
Date

Name: Suellen Griffin
Title: President/CEO

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:

6-5-18
Date

Name: Suellen Griffin
Title: President/CEO

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 (l)(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:

6-5-18
Date

Name: Suellen Griffin
Title: President/CEO

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:

6-5-18
Date

Name: Suellen Griffin
Title: President/CEO

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:

6-5-18
Date

Name: Suellen Griffin
Title: President/CEO

HEALTH INSURANCE PORTABILITY 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	West Central Services, Inc. West Central Behavioral Health
The State	Name of the Contractor
Katja S Fox	Suellen Griffin
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Suellen Griffin
Name of Authorized Representative	Name of Authorized Representative
Director	President / CEO
Title of Authorized Representative	Title of Authorized Representative
6/7/18	6-5-18
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:

6-5-18
Date

Name: Suellen Griffin
Title: President/CEO

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: 150883403

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?

   ✓ 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: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov