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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 26, 2021

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with Beacon Health Options, Inc. (VC #170842-B001) Boston, MA in the amount of $9,258,948 to establish and operate a centralized access and crisis call center via a single, statewide telephone number for individuals experiencing a mental health and/or substance use disorder crisis, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2023. 8% Federal Funds, 92% General Funds.
2. Further authorize an advance payment of $750,000 in accordance with Exhibit C, Payment Terms effective upon Governor and Council approval. 8% Federal Funds, 92% General Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-092-922010-41170000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	92204117	$1,227,618
2022	102-500731	Contracts for Prog Svc	92204117	$2,011,931
2023	102-500731	Contracts for Prog Svc	92204117	$2,827,368
			Subtotal	***$6,066,917***

05-95-092-922010-41200000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT - COVID

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92244120	$145,648
			Subtotal	***$145,648***

05-95-092-922010-41200000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92204120	$126,734
			Subtotal	***$126,734***

05-95-092-921010-20530000-102-500731 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	92102053	$1,005,965
2023	102-500731	Contracts for Prog Svc	92102053	$1,413,684
			Subtotal	***$2,419,649***

05-95-092-920510-70400000-074-500585 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, STATE OPIOID RESPONSE GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500585	Grants for Pub Asst and Rel	92057047	$500,000
			Subtotal	***$500,000***
			Total	**$9,258,948**

EXPLANATION

The purpose of this request is to establish and operate a crisis operations center, to be known as the New Hampshire Rapid Response Access Point, which will receive telephone calls, text messages, and two-way real-time chat, provide clinical crisis resolution services, and act as a triage center for mental health and/or substance use disorders crises. The New Hampshire Rapid Response Access Point will operate twenty-four hours per day, seven days per week (24/7). The Contractor will perform centralized triage of in-coming calls, texts and chat messages, conduct initial assessments, brief interventions, and deploy mobile response teams to the caller's location when necessary. The Contractor will also coordinate with regional crisis services, use the Crisis Now tool kit, develop the Rapid Response training curriculum, train the Rapid Response workforce, and provide data collection services to promote consistency and quality.

The New Hampshire Rapid Response Access Point will serve New Hampshire residents of any age, statewide, who may be experiencing a mental health and/or substance use disorder crisis.

Approximately 30,000 callers to the New Hampshire Rapid Response Access Point will be served from July 1, 2021 to June 30, 2023.

The Contractor will provide an initial assessment for each individual who calls the New Hampshire Rapid Response Access Point to determine the nature of the crisis. The Contractor will

engage each individual in brief phone-based counseling and intervention to determine the individual's appropriate level of need, and to attempt to resolve each situation, using tools such as the PHQ-9 Patient Health Questionnaire 9 (PHQ-9) for depression, Mood Disorder Questionnaire (MDQ), Adverse Childhood Experiences (ACES) questionnaire, a lethality assessment tool, a drug abuse screening test (DAST 10), an alcohol use disorder identification test, and other recognized tools for determining the nature of a behavioral health crisis. Initial assessment will result in resolution, deployment of a mobile crisis team to the caller's location, and/or referral, as is appropriate for each individual caller's needs.

The Department will monitor contracted services using the following performance measures:

- 100% of individuals identified as in need of face-to-face assessment from the access point will receive an in-home or in-community face-to-face deployment from regional rapid response teams within specified times of dispatch of the mobile response.
- One hundred percent (100%) of individuals not currently receiving mental health services from a qualified provider prior to contact with the Rapid Response Access Point will be offered follow-up services, and then referred to an outpatient provider, as appropriate.
- Seventy percent (70%) of individuals identified to need a follow-up call will receive a post crisis follow up from a peer support specialist.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 10/16/2020 through 12/17/2020. The Department received four (4) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A. Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not be able to comply with requirements of the Community Mental Health Agreement, Senate Bill 14 (2019) and fulfill the vision of the 10 Year Mental Health Plan. More importantly, individuals in need of behavioral health services will continue to utilize emergency departments, hospitals, and long term care facilities rather than receive immediate intervention in their communities. .

Area served: Statewide

Source of Funds: 3% Federal Funds CFDA #93.958, FAIN #B09SM083987 and B09SM083816, 5% Federal Funds CFDA # 93.788, FAIN # H79TI081685, and 92% General Funds,

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

Behavioral Health Crisis Response System
RFP Name

RFP-2021-DBH-01-BEHAV
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Beacon Health		400	372
2. Behavioral Health Response		400	230
3. NextStep Health Tech		400	208
4. Vibrant Emotional Health		400	318

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 28, 2021

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Beacon Health Options, Inc. of Boston, MA, and as described below and referenced as DoIT No. 2021-032.

The purpose of this request is for the Contractor to establish and operate a crisis operations center, to be known as the New Hampshire Rapid Response Access Point, which will receive telephone calls, text messages, and two-way real-time chat, provide clinical crisis resolution services, and act as a triage center for mental health and/or substance use disorders crises. The New Hampshire Rapid Response Access Point will operate twenty-four hours per day, seven days per week (24/7). The Contractor will also provide data collection services to promote consistency and quality.

The amount of the contract is not to exceed $9,258,948, and shall become effective upon the date of Governor and Executive Council approval through June 30, 2023.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/ik
DoIT #2021-032

cc: Michael Williams, IT Manager, DoIT

Subject: Behavioral Health Crisis Response System (RFP-2021-DBH-01-BEHAV-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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Beacon Health Options, Inc.		1.4 Contractor Address 200 State St. Suite 302 Boston, MA 02109	
1.5 Contractor Phone Number (617) 747-1255	1.6 Account Number 05-95-092-922010-4117-102-500731-92204117	1.7 Completion Date June 30, 2023	1.8 Price Limitation $9,258,948
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Daniel Risku A4E01E3735E448E... Date: 5/25/2021		1.12 Name and Title of Contractor Signatory Daniel Risku Executive Vice President & General Counsel	
1.13 State Agency Signature DocuSigned by: Katja Fox ED9D05B04C03442... Date: 5/25/2021		1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Takumina Rakumatova 0274491 2E0904E9...		On: Assistant Attorney General	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DR
Date 5/25/2021

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 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.

Contractor Initials DS DR

Date 5/25/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials DS DR

Date 5/25/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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.

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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS DR

Date 5/25/2021

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, Event of Default/Remedies, is amended by deleting subparagraph 8.1 and replacing it with:

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 a material failure to perform the Services satisfactorily or on schedule; and/or

8.1.2 a material failure to perform any other covenant, term or condition of this Agreement.

1.3. Paragraph 10, Data/Access/Confidentiality/Preservation, is amended by adding subparagraph 10.4 as follows:

10.4 The State recognizes that nothing in this Agreement shall give the State ownership rights to the systems developed or acquired by the Contractor during the performance of this Contract.

1.4. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide services in this agreement to individuals experiencing a mental health and/or substance use disorder crisis and who call the NH Rapid Response Access Point for assistance.

1.2. The Contractor shall ensure services are available statewide (24) hours per day, seven (7) days per week.

1.3. The Contractor shall establish a centralized access and triage call center via a single, statewide telephone number for individuals experiencing a mental health and/or substance use disorder crisis, to consolidate and streamline access to mental health and substance use disorder services.

1.4. The Contractor shall provide an initial assessment for each individual, resulting in resolution, deployment, and/or referral, as appropriate to each caller's needs, using tools to triage the caller's crisis and determine the nature of the crisis. Triage tools may include, but are not limited to:

1.4.1. Columbia- Suicide Severity Rating Scale.

1.4.2. PHQ-9 Patient Health Questionnaire 9 (PHQ-9) for depression.

1.4.3. Edinburgh perinatal/postnatal depression scale.

1.4.4. Drug Abuse Screening Test for brief self-report (DAST 10).

1.4.5. Alcohol Use Disorders Identification Test identifies hazardous drinkers or those with Substance Use Disorders (Audit C).

1.4.6. Screening, Brief Intervention, Referral to Treatment for Substance Use(SBIRT) approach.

1.4.7. Mood Disorder Questionnaire (MDQ).

1.4.8. General Anxiety Disorder 7 items scale (GAD 7).

1.4.9. Adverse Childhood Experiences (ACES) questionnaire.

1.4.10. Patient Health Questionnaire for Adolescents (PHQ-A).

1.4.11. Screening tool to identify substance use, substance related riding and driving risk and substance use disorder for ages 12-21 (CRAFFT).

1.4.12. Vanderbilt Assessment Scales for Attention Deficit Hyper Activity Disorder (ADHD) in children ages 6-12 years of age.

1.4.13. An assessment that helps determine the level of violence a person can exhibit (Lethality assessment).

1.5. The Contractor shall attempt to de-escalate and resolve crises by engaging individuals who call NH Rapid Response Access Point for assistance.

1.6. The Contractor shall engage each individual in brief phone-based counseling and intervention to determine each appropriate level of need, and to attempt to resolve each situation.

1.7. The Contractor shall dispatch of Mobile Rapid Response, by verbal and/or electronic communication with Regional Rapid Response Teams, as appropriate for each situation. The Contractor shall provide the Regional RapidResponse Team with information regarding the nature of the crisis, including, but not limited to:

1.7.1. The location, including any known environmental risk factors.

1.7.2. The safety plan, if known.

1.7.3. The behavioral health advance directive.

1.7.4. Any accommodation requests.

1.7.5. Treatment history, if known

1.8. The Contractor shall use Global Positioning System (GPS) enabled technology to identify the location for deployment of regional rapid response teams.

1.9. The Contractor shall refer Rapid Response Teams to locations as needed for face-to-face and outpatient services, which must include, but is not limited to, a referral and warm hand-off to the closest location-based rapid response center, upon request of the individual or caregiver.

1.10. The Contractor shall provide referrals to non-crisis services for all identified client needs for ongoing support, including, but not limited to:

1.10.1. Family services and services to address social determinants of health needs.

1.10.2. Peer warm line for telephonic peer services.

1.10.3. Ongoing outpatient treatment services.

1.11. The Contractor shall provide individualized planning, including developing a safety plan (inclusive of a Wellness Recovery Action Plan [WRAP] and/or brief treatment plan), when a face-to-face rapid response is not necessary.

1.12. The Contractor shall ensure screening and relevant referral information are electronically transmitted to current treatment providers using a bi-direction electronic scheduling and referral system, when applicable.

1.13. The Contractor shall work with the Department to develop a protocol regarding members who require follow-up. The Contractor shall provide post-crisis support by making outgoing follow-up calls to individuals based on this protocol when the initial call did not result in a rapid response face-to-face contact. Outgoing calls will be conducted within 48 hours of contact or within an approved upon timeframe and will include:

1.13.1. Follow-up on service and safety planning.

1.13.2. Facilitation of additional referrals as necessary.

1.13.3. A summary of the crisis contact and referrals, upon request by individual served or their legal representative which includes, but is not limited to:

1.13.3.1. Identified needs and strengths.

1.13.3.2. Level of care recommendation.

1.13.3.3. Referral information.

1.13.3.4. Safety plan.

1.14. The Contractor shall establish and operate a toll-free telephone number to provide statewide access to the New Hampshire Rapid Response Access Point, which must include, but is not limited to, access by telephone call, text message, and two-way chat in real time. The Department will retain the right to use the dedicated telephone number(s) for the New Hampshire Rapid Response Access Point.

Technology Requirements

1.15. The Contractor shall provide a technology solution that must include, but is not limited to:

1.15.1. The Contractor's management information system that integrates all core business functions of the NH Rapid Response Access Point, including, but not limited to:

1.15.1.1. Call management.

1.15.1.2. Data collection.

1.15.1.3. Crisis call center care services delivery.

1.15.2. Closed loop treatment locator/tracking system.

1.15.3. Call Management System.

1.15.4. Workforce Management System.

1.15.5. The technology solution must include, but is not limited to, the following features and capabilities:

1.15.5.1. An interactive data platform that includes, but is not limited to:

1.15.5.1.1. A real-time connection to all 10 regional rapid response teams.

1.15.5.1.2. A real-time connection to New Hampshire's accredited suicide prevention hotline that allows for direct transfer of calls.

1.15.5.1.3. Mobile response dispatch, with GPS enabled functions, including, but not limited to:

1.15.5.1.3.1. Directions to individuals' identified locations.

1.15.5.1.3.2. Tracking and displaying the location of Rapid Response teams.

1.15.6. A bi-directional referral system with electronic scheduling to support information sharing to facilitate closed loop referrals and transmission of screening and relevant referral information with community providers.

1.15.7. Capability to collaborate with emergency personnel on deployment of Active Rescue (police, fire, etc.).

1.15.8. Capability to connect with other closed loop referral systems, as directed by the Department.

1.15.9. Capability for tracking the disposition of each received telephone call, text message, or chat message.

1.15.10. Data dashboard with outcomes for:

1.15.10.1. Referrals;

1.15.10.2. Regional Rapid Response team data; and

1.15.10.3. Access Point data.

1.15.11. Capability to connect with NH Doorways and 211 New Hampshire as directed by the Department.

1.15.12. Capability to track the status of SUD and mental health inpatient and outpatient treatment statewide, including:

1.15.12.1. Bed and outpatient appointment availability;

1.15.12.2. How long individuals are waiting to access care once a referral is made.

1.15.13. Developing and deploying a website for the New Hampshire Rapid Response Access Point, no later than January 1, 2022, with approval from the Department.

Administration

1.16. The Contractor shall perform the following Administrative functions:

1.16.1. Establishing a Memorandum of Understanding (MOU) with each of the ten (10) Community Mental Health Centers (CMHC) for coordination of face-to-face rapid response.

1.16.2. Establishing an MOU with New Hampshire's 211 New Hampshire providers.

1.16.3. Establishing an MOU with NH Doorways providers.

1.16.4. Establishing an MOU with New Hampshire's accredited suicide prevention hotline.

1.16.5. Establishing accreditation with the American Association of Suicidology (AAS), no later than one (1) year from the Contract Effective Date, to allow application/membership with the National Suicide Prevention Lifeline.

1.16.6. Marketing and advertising the availability of statewide Rapid Response services to the general public, including, but not limited to:

1.16.6.1. Describing the process for accessing services.

1.16.6.2. Marketing targeted to first responders to inform them of the Department's Rapid Response system.

1.16.6.3. Scheduling and facilitating community engagement meetings to include all ten (10) regions of the state.

1.16.6.4. Distributing of marketing materials in hard copy and via electronic distribution.

1.16.6.5. Publishing informational materials on the Contractor's designated New Hampshire Rapid Response website.

1.16.6.6. Outreach to key organizations, to be determined by the Department.

1.16.6.7. Sending provider alerts, as determined and approved by the Department.

1.16.6.8. Distributing information at Community Collaborative meetings statewide.

1.16.7. Resource management including:

1.16.7.1. Collaborating with other providers to meet social determinant of health needs.

1.16.7.2. Tracking statewide treatment bed capacity.

1.16.8. Data management and reporting responsibilities for all Rapid Response System access point functions.

1.17. The Contractor shall organize and develop Community Collaborations in each of the ten (10) mental health regions of the state, which must include, but are not limited to, scheduling and facilitating routine meetings with all local crisis stakeholders, such as:

1.17.1. 911 staff.

1.17.2. ED representatives.

1.17.3. Health department liaisons.

1.17.4. Local and statewide Rapid Response Access Point representatives.

1.17.5. MCOs.

1.17.6. Peers and peer respite providers.

1.17.7. Representatives from 211 and Headrest, Inc.

1.17.8. Suicide prevention coalitions, where they exist.

1.17.9. Behavioral health staff from local jails.

1.17.10. Fire departments and emergency medical services staff.

1.17.11. Law enforcement.

1.17.12. Local crisis stabilization or inpatient providers.

1.17.13. National Alliance on Mental Illness- New Hampshire, and other advocacy groups representing people with lived experience of crises.

1.17.14. Regional Rapid Response team representatives and other behavioral health providers.

1.17.15. School system representation.

1.17.16. Local DCYF child protection and juvenile justice personnel.

1.18. The Contractor shall collaborate with Regional Rapid Response Teams, law enforcement organizations, local community organizations, faith-based organizations, and other local stakeholders to develop minimum standards for uniform protocols to ensure the delivery of services is integrated, culturally competent, strengths-based, and family-centered. The protocols must include, but are not limited to:

1.18.1. Closed loop referrals.

1.18.2. Medical clearance.

1.18.3. Responding to calls from hospital emergency departments.

1.18.4. Responding to children in a school setting.

1.18.5. Responding to children in a foster home setting.

1.18.6. Responding to children and adults residing in a Home and Community Based Care Setting supported through the Area Agency and Bureau for Developmental Services.

1.18.7. Sharing of information with current treatment providers.

1.18.8. Responding to ACT enrolled clients who call into access point.

1.19. The Contractor shall ensure that the minimum standards for uniform protocols are used by Regional Rapid Response Teams to provide services that are appropriate for each population and situation, and will oversee local protocols to ensure standards provide baseline consistency statewide.

1.20. The Contractor shall assess data regarding calls, call volume and responses by Regional Rapid Response Teams to set staffing requirements for the NH Rapid Response Access Point.

Staffing

1.21. The Contractor shall ensure that staff are available to operate New Hampshire Rapid Response Access Point twenty-four (24) hours per day, seven (7) days per week. The Staffing plan shall be approved by the Department and must include the following positions:

1.21.1. Program Manager to:

1.21.1.1. Coordinate the efforts of all staff serving the New Hampshire Rapid Response Access Point contract;

1.21.1.2. Act as the primary point of accountability and contact for the Department;

1.21.1.3. Direct and oversee the daily operations, including program milestones, deliverables, and budget; and

1.21.1.4. Develop partnerships and collaborations with state agency partners, stakeholders, Medicaid MCOs, and other entities.

1.21.2. Medical Director or psychiatry staff to provide clinical oversight and crisis consultation.

1.21.3. Regional Engagement Managers to:

1.21.3.1. Manage the Regional Community Collaboratives; and

1.21.3.2. Facilitate training needs for each of the Regional Rapid Response teams.

1.21.4. Master's level Clinicians to:

1.21.4.1. Provide crisis triage for individuals and families;

1.21.4.2. Ensure timely dispatch and delivery of the appropriate crisis services to individuals and families; and

1.21.4.3. Coordinate the appropriate wraparound services for individuals and families.

1.21.5. Intake Specialists to:

1.21.5.1. Serve as the initial triage point for crisis callers;

1.21.5.2. Serve as the primary support mechanism for all non-clinical administrative tasks;

1.21.5.3. Establish and maintain positive communication between individuals, providers, and staff.

1.21.6. Peer Support Specialists who have "lived experience" with a mental health and/or SUD condition to:

1.21.6.1. Provide follow-up and aftercare support to callers;

1.21.6.2. Assist callers with peer support and connection to community-based services; and

1.21.6.3. Assist Regional Engagement Managers with Community Collaboratives.

1.21.7. Crisis Line Supervisor to:

1.21.7.1. Oversee clinical care management protocols and processes;

1.21.7.2. Set and implement management goals; and

1.21.7.3. Supervise and train the clinical staff. 1.22.9.4.

1.21.8. Quality Auditors/ Trainers to:

1.21.8.1. Identify opportunities for improvement;

1.21.8.2. Develop and implement best practices, and continuous quality improvement initiatives.

1.21.8.3. Identify metrics;

1.21.8.4. Audit staff performance;

1.21.8.5. Train staff to track performance and goal achievement; and

1.21.8.6. Develop plans for improving quality.

1.21.9. . Data and Reporting Analyst to:

1.21.9.1. Analyze, report, and develop recommendations on data to support the program;

1.21.9.2. Configure and maintain the management information system to track business performance, including, but not limited to:

1.21.9.2.1. Analyzing data and summarizing performance using statistical procedures.

1.21.9.2.2. Developing, publishing, and analyzing business performance reports.

1.21.9.3. Plan, organize, and direct the reporting and business systems information analysis functions to support business intelligence and other reporting software applications.

1.21.10. Financial Analyst to:

1.21.10.1. Provide oversight for fiscal and operational objectives;

1.21.10.2. Track and bill services to secure payment from Medicaid and other commercial third-party payers;

1.21.10.3. Provide financial reports and analyses; and

1.21.10.4. Perform general ledger reporting, including, but not limited to:

1.21.10.4.1. Variance analysis.

1.21.10.4.2. Funding allocations.

1.21.10.4.3. Deposit reconciliation.

1.21.10.4.4. Accounts receivable reconciliation.

1.22. The Contractor's Regional Engagement Managers shall develop and maintain relationships with key providers and agencies across the ten (10) New Hampshire mental health regions to provide the following:

1.22.1. Coordinating ongoing training for the Regional RapidResponse teams

1.22.2. Onboarding providers onto the closed loop referral system

1.22.3. Maintaining appropriate regional and county-level MOUs.

1.22.4. Organizing, scheduling, and facilitating routine Community Collaborative meetings.

1.22.5. Sharing system-level data with stakeholders at the Community Collaboratives to track system performance and identify gaps

1.22.6. Ensuring adherence to uniform protocols across the crisis system of care.

1.23. The Contractor shall ensure that telephonic access to clinical experts is available for clinical and/or psychiatric consultation when needed by the Rapid Response teams.

1.24. The Contractor shall obtain, at their expense, a Criminal Background Check forall staff, including volunteers, providing services under or management oversight of the resulting contract(s) to the extent consistent with any and all applicable law. The Contractor must provide the results to the Department to ensure no convictions for any of the following crimes:

1.24.1. A felony for child abuse or neglect, spousal abuse, and any crime

against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide;

1.24.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult; or

1.24.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

1.25. The Contractor must authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check, to be conducted by the Department at no cost to the Contractor. These registries check confidential results.

1.26. The Contractor must not have staff members or volunteers provide services prior to completing and providing the results of the background checks to the Department.

Implementation

1.27. The Contractor shall implement NH Rapid Response Access Point services according to Exhibit B-1 Implementation Schedule, and ensure all componentsof the implementation are functioning smoothly and on time. During the discovery phase of implementation, the Contractor will work with the Department to gather and confirm detailed program requirements to fully develop a final implementation plan containing start and end dates. This period of discovery will reconfirm the duration needed for each activity, as well as capture any specific needs that may not have been originally contemplated in our draft implementation plan contained in Exhibit B-1.

Training

1.28. The Contractor shall develop crisis response training curriculum, to be called the NH Rapid Response Curriculum, to be approved by the Department.

1.29. The NH Rapid Response Curriculum must include, concepts and topics in accordance with National Guidelines for Crisis Care Best Practice Toolkit such as:

1.29.1. Crisis Intervention.

1.29.2. Active engagement strategies for all populations.

1.29.3. Formal crisis intervention training, including 16 (sixteen) hours of de-escalation.

1.29.4. Dialectical Behavior Therapy (DBT) for individuals experiencing suicidal intensity. Personal safety considerations.

1.29.5. Motivational interviewing.

1.29.6. Post critical-incident interventions.

1.29.7. Peers trained in Intentional Peer Support (IPS) and crisis response.

1.29.8. Ethics.

1.29.9. Addressing recovery needs.

1.29.10. Person-centered approaches to care.

1.29.11. Trauma informed care.

1.29.12. Adverse childhood experiences.

1.29.13. Role of peers in crisis response.

1.29.14. Role of social supports in assisting people in crisis.

1.29.15. Risk assessment.

1.29.16. Suicide safer care.

1.29.17. Counseling on Access to Lethal Means (CALM) training. Restricting access to lethal means such as firearms, sharps, and medications (including over the counter medication)

1.29.18. Suicide/lethality/risk assessment.

1.29.19. Violence risk assessment.

1.29.20. Indications of abuse and neglect.

1.29.21. Substance use assessment that aligns with criteria published by the American Society of Addiction Medicine (ASAM).

1.29.22. How to recognize and report abuse/neglect for both children and adults.

1.29.23. Legal considerations.

1.29.24. Psychiatric advance directives.

1.29.25. Involuntary Emergency Admission (IEA) procedure including exclusionary criteria.

1.29.26. Training for specialty populations such as Military service veterans and families.

1.29.27. Community resources.

1.29.28. Cultural competence training, in collaboration with Department's Office of Health Equity, to establish targeted training based on geographic areas and cultural prevalence in diverse communities.

1.30. The Contactor shall provide qualified staff, which includes, but is not limited to:

1.30.1. Hiring experienced employees with crisis intervention training and

knowledge of how best to use our Access Point processes and resources to address the needs of contacting individuals.

1.30.2. Providing ongoing staff training on a schedule and frequency to be approved by the Department.

1.30.3. Using role-playing, call recording, and audits as part of a continuous quality improvement process.

1.30.4. Providing training and tools to improve improving our experience levels for the Contractor's staff.

1.30.5. Providing data and analytics to support the identification of process improvement opportunities.

1.30.6. Operating under a supervisor-to-staff ratio that recognizes the high- stress nature of helping individuals in crisis, to be approved by the Department.

1.31. The Contractor shall ensure each employee completes required trauma-informed care training before working at the Rapid Response Access Point.

1.32. The Contractor shall provide training for first responders on interacting with the Department's Rapid Response system through the Community Collaboratives.

1.33. The Contractor shall provide training to Regional Rapid Response team members and first responders on a schedule and frequency, to be approved by the Department that must include, but is not limited to crisis and trauma informed care training.

1.34. The Contractor shall assist the Department in developing practice guidelines to ensure staff members and Regional Rapid Response team members have necessary specific task knowledge, as determined by the Department.

1.35. The Contractor shall ensure each employee demonstrates competencies and knowledge prior to working as part of the NH Rapid Response system.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are

attached hereto and incorporated by reference herein.

3. **Reporting Requirements**

3.1. The Contractor shall submit a report to the Department on a monthly basis that provides comprehensive information on New Hampshire Rapid Response Access Point operations. The monthly report will contain information for individuals served by age in two groups (17 and under and 18 and older) broken out by region. Reporting shall be developed in collaboration with the Department during program implementation with final reporting requirements to be approved by the Department. Reporting may include information such as:

3.1.1. Number of calls received by Access Point as an aggregate and broken out by time of day.

3.1.2. Percentage of callers experiencing a primary mental health crisis.

3.1.3. Percentage of callers experiencing a primary substance use crisis.

3.1.4. Percentage of callers experiencing a co-occurring mental health and substance use crisis.

3.1.5. Percentage of callers who were not current mental health service recipients prior to contact with Rapid Response, based on the caller's self-report.

3.1.6. Number of referrals to voluntary/involuntary hospital admissions.

3.1.7. Number of referrals to Doorways.

3.1.8. Disposition of phone-based crisis intervention.

3.1.9. Percentage of referrals made to mobile rapid response.

3.1.10. Location of mobile deployment.

3.1.11. Region of deployment and mobile response team region of origin.

3.1.12. Percentage of referrals made to location-based rapid response.

3.1.13. Percentage of return crisis utilizers - number of days/months recidivism from initial contact.

3.1.14. Number of voluntary/involuntary hospital admissions.

3.1.15. Number of voluntary/involuntary hospital diversions.

3.1.16. Number of individuals with Limited English Proficiency (LEP) or that that required interpretation services.

3.1.17. Number of warm hand-offs to peer support specialists.

3.1.18. Repeat callers with the same presenting purpose for calling.

3.1.19. Percentage of callers who were identified to need a follow-up call by a peer support specialist, who received a follow-up call.

4. Performance Measures

4.1. The Contractor shall meet the following performance measures: One hundred percent (100%) of individuals identified as in need of face-to-face assessment from the access point receive an in-home or in-community face-to-face deployment from regional rapid response teams within specified times of dispatch of the mobile response.

4.2. One hundred percent (100%) of individuals not currently receiving mental health services from a qualified provider prior to contact with the Rapid Response System will be offered follow-up services and then referred to an outpatient provider for follow-up services, as appropriate.

4.3. Seventy percent (70%) of individuals identified to need a follow-up call received a post crisis follow up from a peer support specialist per Section 1.13.

4.4. The Contractor shall collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

4.5. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4.6. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement to achieve compliance therewith in accordance with Exhibit C, Payment Terms.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All public facing documents, notices, press releases, research

reports and other materials prepared during or resulting from the specific performance of the services of the Contract shall include the following statement, "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."

5.3.2. All materials specifically produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced specifically for the contract, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials specifically produced under the contract without prior written approval from the Department.

5.3.5. Notwithstanding the foregoing and for the avoidance of doubt, Contractor and any of its respective subcontractors shall retain copyright and any other intellectual property ownership for any off the shelf materials not specifically created for the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all applicable 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.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical 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.

6.1.2. Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.3. All records must 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.

6.1.4. Statistical, enrollment, attendance or visit records for each recipient ofservices, 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.

6.1.5. Medical records on each patient/recipient of services.

6.2. 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. Upon the purchase by the Department of the maximumnumber 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.

EXHIBIT B-1

Implementation Plan

Line #	Task Name	Duration In days From Contract Effective Date	Start In days From Contract Effective Date	Finish In days From Contract Effective Date	Resource Names
1	**NH Rapid Response Access Point Program - Sample Implementation Plan**	**181**	**0**	**181**	**Beacon**
2	Award	0	0	0	NH DHHS
3	Post Award Pre-Implementation Meeting	5	1	6	Beacon Implementation Lead, NH DHHS
4	**Project Set Up**	**5**	**1**	**6**	**Beacon Implementation Lead**
5	Identify Implementation Leads (Functional Areas)	5	1	6	Beacon Functional Area Leads, Beacon Implementation Lead
6	Obtain Contract, RFP, and any other Source Documents	5	1	6	Beacon Implementation Lead
7	Review Underwriting	5	1	6	Beacon Functional Area Leads, Beacon Implementation Lead
8	Create Project Management Plan and Internal Project SharePoint	5	1	6	Beacon Implementation Lead
9	**Kickoff Meetings**	**5**	**10**	**15**	**Beacon Implementation Lead**

EXHIBIT B-1

Implementation Plan

10	Internal KO	5	10	15	Beacon Implementation Lead
11	**External KO**	**5**	**10**	**15**	**Beacon Implementation Lead**
12	Establish Governance (Project Communication Plan)	5	10	15	Beacon Implementation Lead
13	Develop Draft Project Schedule	12	10	22	Beacon Implementation Lead
14	Establish Community Collaborative Implementation Workgroups and Ad Hoc Forums (Beacon, DHHS, CMHCs/Rapid Response Teams, OpenBeds, Emergency Services, 211, Headrest, Etc.)	12	10	22	Beacon Implementation Lead
15	**Performance Guarantees**	**10**	**1**	**11**	**Beacon Implementation Lead, Beacon Client Partnerships**
16	Obtain PGs and SLAs from Contract	5	1	6	Beacon Implementation Lead, Beacon Client Partnerships
17	Distribute to Functional Area Leads	5	10	15	Beacon Implementation Lead
18	Review and Discuss PGs	5	10	15	Beacon Functional Area Leads
19	Detailed Business Requirements Gathering (Discovery)	30	10	40	Beacon, NH DHHS
20	**Client Partnerships**	**65**	**1**	**66**	**Beacon Client Partnerships**
21	Contract Execution	5	1	6	Beacon Legal, NH DHHS

EXHIBIT B-1

Implementation Plan

22	Business Associate Agreement (BAA)	5	1	6	Beacon Legal, NH DHHS
23	OpenBeds Contract	5	1	6	Beacon Legal, Beacon CP, OpenBeds
24	Other Agreements / MOUs (CMHCs/Rapid Response Teams, NH Doorways, 211, Headrest, Other)	60	10	70	Beacon Legal, Beacon CP,NH DHHS,CMHCs, Others
25	**Communications Requirements**	**10**	**10**	**20**	**Beacon Client Partnerships**
26	Confirm Branding Approach (Co-Brand, White Label, etc.)	10	10	20	Beacon Client Partnerships
27	Obtain Communication Style Guide from NH DHHS	10	10	20	Beacon Client Partnerships
28	Obtain logo from NH DHHS	10	10	20	Beacon Client Partnerships
29	**Marketing Communication Plan**	**45**	**10**	**55**	**Beacon Client Partnerships**
30	Partner with NH DHHS to Develop a Marketing / Communication Plan	45	10	55	Beacon Marketing and Communications
31	OpenBeds Communication Plan	45	10	55	
32	Finalize Marketing / Communication Plan	45	10	55	Beacon Marketing and Communications
33	**Marketing Communication Plan Execution**	**82**	**55**	**137**	**Beacon Client Partnerships**
34	Marketing / Communication Plan	82	55	137	Beacon Client Partnerships, OpenBeds, NH DHHS

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Implementation Plan

35	**CONNECTS Systems Configuration (Referrals)**	**90**	**10**	**100**	**Beacon System Configuration**
36	Requirements	30	10	40	Beacon System Configuration
37	Configuration	30	40	70	Beacon System Configuration
38	Audit/Testing	30	70	100	Beacon System Configuration
39	**OpenBeds Configuration**	**75**	**10**	**85**	**OpenBeds, Beacon, NH DHHS**
40	Requirements	30	10	40	OpenBeds, Beacon, NH DHHS
41	Configuration	40	40	80	OpenBeds
42	Validation	5	80	85	OpenBeds, Beacon
43	**Rapid Response Access Point Line**	**127**	**10**	**137**	**Beacon Rapid Response Access Point Team**
44	Requirements	30	10	40	Beacon Rapid Response Access Point Team
45	**Rapid Response Access Point Line - Operations**	**89**	**40**	**129**	**Beacon Rapid Response Access Point Team**
46	Rapid Response Access Point Line Workflows	89	40	129	Beacon Rapid Response Access Point Team
47	Rapid Response Access Point Line Policies and Procedures	30	40	70	Beacon Rapid Response Access Point Team

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48	Rapid Response Access Point Line Texting Protocols	30	40	70	Beacon Telecom, Beacon Rapid Response Access Point Team
49	**Rapid Response Access Point Line - Toll Free Line**	**97**	**40**	**137**	**Beacon Telecom, Beacon Rapid Response Access Point Team**
50	Toll Free Script Development and Recording (if applicable)	45	40	85	Beacon Telecom
51	Rapid Response Access Point Line Testing	5	85	90	Beacon Telecom, Beacon Rapid Response Access Point Team
52	Rapid Response Access Point Line Operational	0	137	137	Beacon Telecom, Beacon Rapid Response Access Point Team
53	**CMHCs / Rapid Response Teams - CONNECTS Set Up**	**82**	**10**	**92**	**Beacon Network Teams**
54	Requirements	30	10	40	Beacon Network Teams
55	Network Configuration (program specific - referrals)	30	40	70	Beacon Network Operations
56	Manual (as applicable)	52	40	92	Beacon Provider Relations
57	**Quality Management**	**95**	**10**	**105**	**Beacon Quality Management**
58	Requirements	30	10	40	Beacon Quality Management
59	Quality Management Plan	30	40	70	Beacon Quality Management

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Implementation Plan

60	Quality Management Committee (as applicable)	30	40	70	Beacon Quality Management
61	Quality Management Reports	65	40	105	Beacon Quality Management
62	**Compliance**	**60**	**10**	**70**	**Beacon Compliance**
63	Requirements (state specific, other)	30	10	40	Beacon Compliance
64	Incorporation into Compliance Plans as applicable	30	40	70	Beacon Compliance
65	**Finance**	**95**	**10**	**105**	**Beacon Finance**
66	Requirements	30	10	40	Beacon Finance
67	NH DHHS Invoicing	30	40	70	Beacon Finance, NH DHHS
68	Program Specific Finance Reporting	65	40	105	Beacon Finance, NH DHHS
69	**IT**	**125**	**10**	**135**	**Beacon IT**
70	IT Project Set Up Tasks	10	10	20	Beacon IT
71	IT Operations Tasks	95	10	105	Beacon IT
72	Requirements	30	10	40	Beacon IT

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Implementation Plan

73	End User Technology - Desktop Services	65	40	105	Beacon IT (End User Technology)
74	**EDI / Data Exchanges (as applicable)**	**120**	**10**	**130**	**Beacon IT (EDI)**
75	Requirements	30	10	40	Beacon IT (EDI)
76	Development and Testing	90	40	130	Beacon IT (EDI)
77	Production Implementation	90	40	130	Beacon IT (EDI)
78	**CONNECTS Customization**	**125**	**10**	**135**	**Beacon IT (SDS),Beacon 24/7 Team**
79	Gather Requirements	30	10	40	Beacon IT (SDS)
80	Functional Specifications	20	40	60	Beacon IT (SDS)
81	Product Owner Sign-off	5	60	65	Beacon IT (SDS)
82	Development & L1 Testing	30	65	95	Beacon IT (SDS)
83	L2A Testing	10	95	105	Beacon IT (SDS)
84	L2B Testing	10	105	115	Beacon IT (SDS)
85	L3 UAT Testing	15	115	130	Beacon 24/7 Team

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86	UAT Sign-off	2	130	132	Beacon 24/7 Team
87	Production Sign Off	0	136	136	Beacon IT (SDS)
88	**Data Analytics**	**125**	**10**	**135**	**Beacon Knowledge Mgmt & Reporting, Open Beds**
89	Requirements	45	10	55	Beacon Knowledge Mgmt & Reporting, Open Beds
90	External Reporting	80	55	135	Beacon Knowledge Mgmt & Reporting, Open Beds
91	Internal Reporting	80	55	135	Beacon Knowledge Mgmt & Reporting, Open Beds
92	Custom Dashboards (as applicable)	80	55	135	Beacon Knowledge Mgmt & Reporting, Beacon IT, OpenBeds
93	**Human Resources/Staffing**	**60**	**10**	**70**	**Beacon HR**
94	Requirements	10	10	20	Beacon HR
95	HR Recruiting and Onboarding	60	20	80	Beacon HR, Beacon Functional Area Leads
96	**Internal Training (Program, CONNECTS, OpenBeds)**	**125**	**10**	**135**	**Beacon Training**
97	Requirements	60	10	70	Beacon Training, OpenBeds, NH DHHS
98	Training Plan and Development	10	70	80	Beacon Training, OpenBeds, NH DHHS

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Implementation Plan

99	Training Delivery	55	80	135	Beacon Training, OpenBeds, NH DHHS
100	**External Training (CMHCs/Rapid Response Teams, Other)**	**125**	**10**	**135**	**Beacon**
101	Requirements	60	10	70	Beacon Training, OpenBeds
102	Training Plan and Development	10	70	80	Beacon Training, OpenBeds
103	Training Delivery	55	80	135	Beacon Training, OpenBeds
104	**Model Office / Pre-Go Live End to End Testing**	**33**	**105**	**138**	**Beacon Implementation Lead, Beacon Functional Area Leads, OpenBeds**
105	Model Office Planning	12	105	117	Beacon Implementation Lead, Beacon Functional Area Leads, OpenBeds
106	Model Office Execution	19	117	136	Beacon Implementation Lead, Beacon Functional Area Leads, OpenBeds
107	Model Office Remediation	19	117	136	Beacon Implementation Lead, Beacon Functional Area Leads, OpenBeds
108	Model Office Sign-off	2	135	137	Beacon Implementation Lead, Beacon Functional Area Leads, OpenBeds
109	**Go Live**	56	125	**181**	**Beacon Implementation Lead**
110	Go Live Planning	12	125	137	Beacon Implementation Lead, Open Beds

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Implementation Plan

111	Go Live	0	137	137	Project Team, OpenBeds, NH DHHS
112	Go Live Execution and Monitoring	44	137	181	Beacon Implementation Lead, OpenBeds
113	Transition to Ongoing Operations	1	180	181	Beacon Implementation Lead

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Payment Terms

1. This Agreement is funded by:
   - 1.1. 3% Federal Funds from the Block Grants for Community Mental Health Services as awarded on February 3, 2021 by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment , CFDA 93.958, FAIN# B09SM083987 and B09SM083816.
   - 1.2. 5% Federal Funds from the NH State Opioid Response Grant (SOR), as as awarded on September 29, 2020 by the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment , CFDA 93.788, FAIN #H79TI081685.
   - 1.3. 92% General Funds.
2. For the purposes of this Agreement:
   - 2.1. The Department has identified the Contract as a subrecipient, in accordance with 2 CFR 200.300.
   - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. The Department will pay the Contractor $750,000 upon approval of this contract by the Governor and Executive Council.
   - 3.1. During the implementation period as described in Exhibit B-1, Implementation Plan, the Contractor will work with the Department to develop a monthly expense report which identifies allowable expenses incurred, in a form to be approved to the Department,.
   - 3.2. The Department may recoup payment made under this section or withhold future payments, in an amount not to exceed $750,000, in whole or in part, in the event the Contractor does not expend funding under this section in accordance with the purposes of this Agreement, in accordance with Paragraph 8, of the General Provisions Form P-37.
   - 3.3. Once the initial $750,000 in advance funding is expended, the Contractor may bill for the remaining $750,000 of implementation funding on a monthly basis. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget.

4. Throughout the initial contract term, The Contractor will collaborate with the Department to develop billing guidelines based on available eligibility information and billing codes for third-party payors, subject to Department approval. The Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

   4.1. For Medicaid enrolled individuals through the Department's Medicaid Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov, based on available billing codes and eligibility information.

   4.2. For Managed Care Organization enrolled individuals the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services, based on available billing codes and eligibility information.

   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors, based on available billing codes and eligibility information.

   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit B or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1 Budget and Exhibit C-3 Budget. Invoices must include include a general ledger detail indicating the Department is billed only for net expenses remaining after any and all payments have been collected through third-parting billing.

   5.1. In the event that services for which the Contractor has billed third party payors have not been paid in accordance with the applicable reimbursement arrangement, the Contractor may invoice the Department for the cost of services billed to such payors only after exhausting claims appeal processes or other resolution avenues allowable under the respective insurance plan.

      5.1.1. Invoicing for services for which the Contractor has billed third party payors that are not paid in accordance with the applicable reimbursement arrangement shall occur on a monthly basis.

      5.1.2. On a quarterly basis, a reconciliation of underinsured or uninsured service billings will be conducted to ensure all possible third party reimbursements are received.

6. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and

requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

8. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

9. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

11. Program pricing is based on a call volume of 20,500 calls per year. The parties agree to discuss an amendment to terms and pricing contained in this agreement in the event of changes to estimated call volume or changes to the scope of services as described in Exhibit B, Scope of Services, pursuant to Paragraph 17 of the General Provisions, Form P-37.

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of 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. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

15. Audits

15.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

15.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

15.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

15.5. 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.

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Exhibit C-1
Implementation Budget

New Hampshire Department of Health and Human Services

Bidder Name: Beacon Health Options

Budget Request for: Behavioral Health Crisis Response System

Budget Period: SFY 2021-SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 234,523.05	$ -	$ 234,523.05	$ -	$ -	$ -	$ 234,523	$ -	$ 234,523.05
2. Employee Benefits	$ 74,570.32	$ -	$ 74,570.32	$ -	$ -	$ -	$ 74,570	$ -	$ 74,570.32
3. Consultants	$ 33,264.00	$ -	$ 33,264.00	$ -	$ -	$ -	$ 33,264	$ -	$ 33,264.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 1,422.00	$ -	$ 1,422.00	$ -	$ -	$ -	$ 1,422	$ -	$ 1,422.00
Repair and Maintenance	$ 20,464.00	$ -	$ 20,464.00	$ -	$ -	$ -	$ 20,464	$ -	$ 20,464.00
Purchase/Depreciation	$ 417,902.00	$ -	$ 417,902.00	$ -	$ -	$ -	$ 417,902	$ -	$ 417,902.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,380.00	$ -	$ 1,380.00	$ -	$ -	$ -	$ 1,380	$ -	$ 1,380.00
6. Travel	$ 4,486.00	$ -	$ 4,486.00	$ -	$ -	$ -	$ 4,486	$ -	$ 4,486
7. Occupancy	$ 11,306.00	$ -	$ 11,306.00	$ -	$ -	$ -	$ 11,306	$ -	$ 11,306.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 3,461.00	$ -	$ 3,461.00	$ -	$ -	$ -	$ 3,461	$ -	$ 3,461.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 31,204.32	$ -	$ 31,204.32	$ -	$ -	$ -	$ 31,204	$ -	$ 31,204.32
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 574,670.11	$ -	$ 574,670.11	$ 170,000.00	$ -	$ 170,000.00	$ 404,670	$ -	$ 404,670.11
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14. Other Purchased Services	$ 38,563.00	$ -	$ 38,563.00	$ -	$ -	$ -	$ 38,563	$ -	$ 38,563.00
15. Recruitment	$ 45,578.00	$ -	$ 45,578.00	$ -	$ -	$ -	$ 45,578	$ -	$ 45,578.00
16. Licenses & Taxes	$ 25,526.05	$ -	$ 25,526.05	$ -	$ -	$ -	$ 25,526	$ -	$ 25,526.05
17. Corporate Overhead	$ -	$ 151,680.15	$ 151,680.15	$ -	$ -	$ -	$ -	$ 151,680	$ 151,680.15
TOTAL	$ 1,518,319.85	$ 151,680	$ 1,670,000	$ 170,000	$ -	$ 170,000	$ 1,348,320	$ 151,680	$ 1,500,000.00
Indirect As A Percent of Direct		9.99%							

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Exhibit C-2
Budget

New Hampshire Department of Health and Human Services

Bidder Name: Beacon Health Options

Budget Request for: State of New Hampshire Department of Health and Human Services Behavioral Health Crisis Response System

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 2,215,741.97	$ -	$ 2,215,741.97	$ 233,355.60	$ -	$ 233,355.60	$ 1,982,386	-	$ 1,982,386.37
2. Employee Benefits	$ 696,401.36	$ -	$ 696,401.36	$ 109,814.40	$ -	$ 109,814.40	$ 586,587	$ -	$ 586,586.96
3. Consultants	$ 6,455.53	$ -	$ 6,455.53	$ -	$ -	$ -	$ 6,456	$ -	$ 6,455.53
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 8,562.03	$ -	$ 8,562.03	$ -	$ -	$ -	$ 8,562	$ -	$ 8,562.03
Repair and Maintenance	$ 46,150.61	$ -	$ 46,150.61	$ -	$ -	$ -	$ 46,151	$ -	$ 46,150.61
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 11,869.34	$ -	$ 11,869.34	$ -	$ -	$ -	$ 11,869	$ -	$ 11,869.34
6. Travel	$ 43,070.00	$ -	$ 43,070.00	$ -	$ -	$ -	$ 43,070	$ -	$ 43,070
7. Occupancy	$ 45,223.00	$ -	$ 45,223.00	$ -	$ -	$ -	$ 45,223	$ -	$ 45,223.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 125,132.64	$ -	$ 125,132.64	$ -	$ -	$ -	$ 125,133	$ -	$ 125,132.64
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 4,436.22	$ -	$ 4,436.22	$ -	$ -	$ -	$ 4,436	$ -	$ 4,436.22
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 62,408.63	$ -	$ 62,408.63	$ -	$ -	$ -	$ 62,409	$ -	$ 62,408.63
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 352,625.74	$ -	$ 352,626	$ -	$ -	$ -	$ 352,626	$ -	$ 352,625.74
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14. Other Purchased Services	$ 23,142.09	$ -	$ 23,142.09	$ 13,141.00	$ -	$ 13,141.00	$ 10,001.09	$ -	$ 10,001.09
15. Recruitment	$ 11,332.63	$ -	$ 11,332.63	$ -	$ -	$ -	$ 11,332.63	$ -	$ 11,332.63
16. Licenses & Taxes	$ 8,508.95	$ -	$ 8,508.95	$ -	$ -	$ -	$ 8,508.95	$ -	$ 8,508.95
17. Corporate Overhead	$ -	$ 213,147	$ 213,147	$ -	$ -	$ -	$ -	$ 213,146.71	$ 213,146.71
TOTAL	$ 3,661,060.74	$ 213,147	$ 3,874,207	$ 356,311	$ -	$ 356,311	$ 3,304,750	$ 213,147	$ 3,517,896
Indirect As A Percent of Direct		5.82%							

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Exhibit C-3
Budget

New Hampshire Department of Health and Human Services

Bidder Name: Beacon Health Options

Budget Request for: State of New Hampshire Department of Health and Human Services Behavioral Health Crisis Response System

Budget Period: SFY 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 2,215,741.97	$ -	$ 2,215,741.97	$ 233,355.60	$ -	$ 233,355.60	$ 1,982,386.37	$ -	$ 1,982,386.37
2. Employee Benefits	$ 696,401.36	$ -	$ 696,401.36	$ 109,814.40	$ -	$ 109,814.40	$ 586,586.96	$ -	$ 586,586.96
3. Consultants	$ 6,455.53	$ -	$ 6,455.53	$ -	$ -	$ -	$ 6,455.53	$ -	$ 6,455.53
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 8,562.03	$ -	$ 8,562.03	$ -	$ -	$ -	$ 8,562.03	$ -	$ 8,562.03
Repair and Maintenance	$ 100,692.24	$ -	$ 100,692.24	$ -	$ -	$ -	$ 100,692.24	$ -	$ 100,692.24
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 11,869.34	$ -	$ 11,869.34	$ -	$ -	$ -	$ 11,869.34	$ -	$ 11,869.34
6. Travel	$ 43,070.00	$ -	$ 43,070.00	$ -	$ -	$ -	$ 43,070.00	$ -	$ 43,070
7. Occupancy	$ 45,223.00	$ -	$ 45,223.00	$ -	$ -	$ -	$ 45,223.00	$ -	$ 45,223.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 125,132.64	$ -	$ 125,132.64	$ -	$ -	$ -	$ 125,132.64	$ -	$ 125,132.64
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 4,436.22	$ -	$ 4,436.22	$ -	$ -	$ -	$ 4,436.22	$ -	$ 4,436.22
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 62,408.63	$ -	$ 62,408.63	$ -	$ -	$ -	$ 62,408.63	$ -	$ 62,408.63
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 927,295.85	$ -	$ 927,295.85	$ 170,000.00	$ -	$ 170,000.00	$ 757,295.85	$ -	$ 757,295.85
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14. Other Purchased Services	$ 41,702.91	$ -	$ 41,702.91	$ 13,141.00	$ -	$ 13,141.00	$ 28,561.01	$ -	$ 28,561.01
15. Recruitment	$ 11,332.63	$ -	$ 11,332.63	$ -	$ -	$ -	$ 11,332.63	$ -	$ 11,332.63
16. Licenses & Taxes	$ 34,035.80	$ -	$ 34,035.80	$ -	$ -	$ -	$ 34,035.80	$ -	$ 34,035.80
17. Corporate Overhead	$ -	$ 433,002.85	$ 433,002.85	$ -	$ -	$ -	$ -	$ 433,003	$ 433,002.85
TOTAL	$ 4,334,360.15	$ 433,003	$ 4,767,363	$ 526,311	$ -	$ 526,311	$ 3,808,049	$ 433,003	$ 4,241,052
Indirect As A Percent of Direct		9.99%							

DK
5/25/2021

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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.

Vendor Name:

DocuSigned by:
Daniel Risku
A4E01E3735E448E...

5/25/2021
Date

Name: Daniel Risku
Title: Executive Vice President & General Counsel

DS
DR
Vendor Initials

5/25/2021
Date

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

DocuSigned by:
Daniel Risku
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5/25/2021
Date

Name: Daniel Risku
Title: Executive Vice President & General Counsel

DS
DR
Vendor Initials

5/25/2021
Date

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

Contractor Initials DS DR
Date 5/25/2021

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:

DocuSigned by:
Daniel Risku
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5/25/2021
Date

Name: Daniel Risku
Title: Executive Vice President & General Counsel

DS
DR

Contractor Initials

5/25/2021
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.

DS
DR

Contractor Initials _____

Date 5/25/2021

New Hampshire Department of Health and Human Services
Exhibit G

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:

DocuSigned by:
Daniel Risku

5/25/2021
Date

Name: Daniel Risku
Title: Executive Vice President & General Counsel

DS
DR
Contractor Initials

Date 5/25/2021

New Hampshire Department of Health and Human Services
Exhibit H

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:

DocuSigned by:
Daniel Risku
A4E01E37335E440E...

5/25/2021
Date

Name: Daniel Risku
Title: Executive Vice President & General Counsel

DS
DR
Contractor Initials

5/25/2021
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement ("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 (HIPAA) applicable to business associates, and to comply with 42 CFR Part 2 (Part 2) for the protection of substance use disorder treatment.. 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 (PHI) as defined in this Business Associate Agreement ("BAA") and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. The following terms have the same meaning as defined in HIPAA 45 CFR Parts 160, 162 and 164 as amended from time to time, and the HITECH Act:

"Breach", "Business Associate", "Covered Entity", "Designated Record Set", "Data Aggregation", Designated Record Set", Health Care Operations", HITECH Act", "Individual", "Privacy Rule", "Required by law", "Security Rule", and "Secretary".

b. Protected Health Information", (PHI) means protected health information defined in HIPAA 45 CFR 160.103, and includes any information or records relating to substance use Part 2 data if applicable, as defined below.

c. "Part 2 data" means any record or information identifying a patient relating to his or her substance use disorder treatment, evaluation or referral as protected by 42 CFR Part 2.

"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.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;
II. As required by law, pursuant to the terms set forth in paragraph c and d below;
III. According to the HIPAA minimum necessary standard,
IV. For data aggregation purposes for the health care operations of Covered Entity, and/or for any purpose permitted under the Privacy Rule.
V. According to requirements relating to disclosures, notices prohibiting re-disclosure as required by 42 CFR Part 2.32, and
VI. With notice to the Covered Entity, to perform services as specified in the Exhibit B of the Agreement.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to any third party, Business Associate must obtain, prior to making any such disclosure, a written agreement with such third party that includes: (i) an agreement that the requirements, limitations, and restrictions placed on the Business Associate by this Agreement also apply to the third party, (ii) 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 (iii) 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 B of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, and in any judicial proceeding shall resist any efforts to access any Part 2 data, without first notifying Covered Entity so that Covered Entity has an opportunity to determine how to most appropriately protect the PHI. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

(3) Obligations and Activities of Business Associate.

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of PHI in accordance with HIPAA.

b. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate determines that any use or disclosure of protected health information not provided for by the Agreement, including inadvertent or accidental uses or disclosures, breaches of unsecured protected health information, and any security incident, might have an impact on the protected health information of the Covered Entity.

c. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations and provide Covered Entity with a final report and all findings within as soon as practicable after the completion of the final report. 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 access or use of 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.

d. In the event of a breach, the Business Associate shall comply with all applicable sections of the Privacy, Security, and Breach Notification Rule and the terms of Exhibit K of the Contract.

e. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

Business Associate shall require any third party that receives, uses, stores, or has 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 (m)

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 Business Associate 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 any disclosures of PHI and information related to any 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 thirty (30) 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-ups of such PHI in any form or platform. The Business Associate shall work with the Covered Entity to negotiate and cooperate with any transitioning of data to a new Contractor, if necessary and required by the Covered Entity. 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) <u>Obligations of Covered Entity</u>

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 of Agreement for Cause**

In addition to Paragraph 9 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 material 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.

(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 HIPAA42 CFR Part 2.

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 Business Associate Agreement in section (3) l, 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 Business Agreement.

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

DS

Contractor Initials DR

Date 3/25/2021

New Hampshire Department of Health and Human Services

Exhibit I

Department of Health and Human Services	Beacon Health Options, Inc. and its affiliates and subsidia
The State	Name of the Contractor
DocuSigned by: Katja Fox	DocuSigned by: Daniel Risku
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Daniel Risku
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Vice President & General Counsel
Title of Authorized Representative	Title of Authorized Representative
5/25/2021	5/25/2021
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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:

DocuSigned by:
Daniel Risku

5/25/2021
Date

Name: Daniel Risku
Title: Executive Vice President & General Counsel

DS
DR
Contractor Initials

5/25/2021
Date

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: 088192141

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: _____

DS
DR

Contractor Initials _____

Date 5/25/2021

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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. 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 and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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 Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

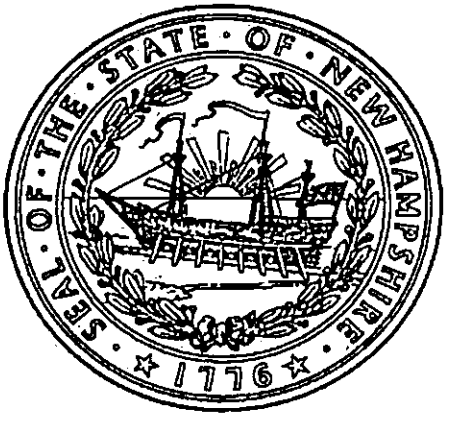
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEACON HEALTH OPTIONS, INC. is a Virginia Profit Corporation registered to transact business in New Hampshire on May 28, 1996. 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: 250299

Certificate Number: 0005373845



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of May A.D. 2021.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Susan Coakley, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Beacon Health Options, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 29, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Daniel M. Risku, Assistant Secretary (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Beacon Health Options, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: May 18, 2021

Signature of Elected Officer

Name: Susan Coakley
Title: Interim President

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2021

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
Arthur J. Gallagher & Co.
Insurance Broker of CA, Inc. LIC #0726293
505 N. Brand Boulevard, Suite 600
Glendale CA 91203

CONTACT NAME: Stephanie Powell
PHONE (A/C, No, Ext): 818.539.1366 FAX (A/C, No): 818.539.1666
E-MAIL ADDRESS: Stephanie_Powell@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : American Zurich Insurance Company	40142
INSURER C : Zurich American Insurance Company	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ANTHINC-02
Anthem, Inc. & its subsidiaries
Beacon Health Options, Inc.
2015 Staples Mill Road Mail Drop VA2001-N350
Richmond VA 23230

COVERAGES CERTIFICATE NUMBER: 1757166139 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			HDO G72483625	5/1/2021	5/1/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 25,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Per Occurence Ded	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	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)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC9299269-20	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		EWS5347154-16	1/1/2021	1/1/2022	E.L. EACH ACCIDENT	$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			WC9376766-19	1/1/2021	1/1/2022	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions and exclusions.
RE: RFP-2021-DBH-01-BEHAV-01

CERTIFICATE HOLDER

New Hampshire Department of Health and Human Services
Nathan D. White, Director
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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